

General terms of use of the FINA e-Invoice Internet service for business entities

1.0. Introduction and meaning of terms

- 1.1. These General Terms and Conditions of Use of the e-Invoice Internet Service for Business Entities (hereinafter: General Terms and Conditions) determine the content and conditions of use of the e-Invoice for Business Entities Internet Service and the rights and obligations of the Financial Agency based in Zagreb, Ulica grada Vukovara 70, OIB: 85821130368, entered in the register of the Commercial Court in Zagreb, MBS: 080422905 (hereinafter: Fina) as an information intermediary and service provider of an access point on the one hand, and Business Entities and Users and/or Proxies and Users of the e-Invoice Internet service for business entities registered on the Service on the other hand.
- 1.2. The Internet service e-Invoice for business entities (hereinafter: is an information technology solution developed by Fina as information intermediary that enables Business Entities and Users and/or Proxies and Users to exchange invoices and credit notes in a structured electronic form and notices and supporting documents in electronic form via the Internet, short-term archiving of said documents and direct connection with the payment order with a guarantee of the authenticity of Business Entities (if it is a Business Entity or a Proxy whose User uses the Service based on business cooperation agreements with commercial banks from item 1.13) and protection of the integrity of the contents of the invoice/credit note/notice/supporting documents, as well as the cross-border exchange via the Fina Access Point established within the PEPPOL network. It is also possible to exchange e-invoice statuses via the Service, with the exception of cross-border exchange.
- 1.3. PEPPOL (Pan European Public Procurement Online) network is a set of specifications that enables the cross-border exchange of electronic documents at the level of the European Union. The PEPPOL network enables users to exchange electronic documents based on PEPPOL specifications, through established Access Points. The user chooses the access point service provider, which allows him to exchange electronic documents with other users of the access points within the PEPPOL network.
- 1.4. Fina established an Access Point within the PEPPOL network through which it connected itself to other Access Points within the PEPPOL network.
- 1.5. Fina, as the provider of the Fina Access Point service, provides Business Entities and Users and/or Plenipotentiaries and Users cross-border exchange of e-invoices through the Service with other users of the Access Points within the PEPPOL network.
- 1.6. An e-invoice is an invoice in a structured electronic form that enables automatic and electronic data processing, including credit note. If the Service is used via the web service stated in item 2.0. of the General Terms and Conditions, the e-invoice also includes a notice. Supporting documents are attached to the e-invoice.
- 1.7. Supporting documents - are business documents that form part of the structure of the e-invoice and can be issued and exchanged with the e-invoice.
- 1.8. The status of the e-invoice is a message that the User can send to the issuer of the e-invoice via the Service. Statuses include the following: received, confirmed receipt of e-invoice, rejected or accepted e-invoice, paid or partially paid e-invoice, and wrong business unit.
- 1.9. A business entity is a legal or natural person who performs a registered activity (trade, etc.) in accordance with special regulations and who has contracted the use of the Service on the basis of a duly completed Application Form for the e-Invoice Internet Service (hereinafter: Application Form). The Application Form is electronically accessible and published on Fina website.
- 1.10. A Business Unit is an organizational unit or some other separate part of a Business Entity registered by the Business Entity in the Service for the purpose of separate use of the Service.

- 1.11.** The Public Register is a list of Business Entities and Business Units of Business Entities registered for the Service and includes certain public data about them. The Public Register also contains a list of all Public Procurement Entities and Organizational Units of Public Procurement Entities registered on Fina's e-Invoice Service for the State, as well as a list of users of other information intermediaries and certain public data about them. The public register is electronically accessible and published on Fina website.
- 1.12.** The Plenipotentiary of the Business Entity, i.e. the Business Unit of the Business Entity (hereinafter: Plenipotentiary) is a legal or natural person with a registered activity, who uses the Service for and on behalf of the Business Entity or Business Unit of the Business Entity based on the Power of Attorney to use the E-invoice service (hereinafter: Power of Attorney). An authorized employee of Fina may also be the Plenipotentiary based on the given Power of Attorney for using the e-Invoice and e-Archive service (hereinafter Power of Attorney for Fina employee) for the following services: data entry into e-Invoice web application, signing e-invoices, sending e-invoices to the e-Invoice service, sending visualization and e-invoices XML to the grantor, monitoring and notifying the grantor of e-invoice statuses, archiving e-invoices to the e-Archive system and archiving of a paper invoice. The Power of Attorney form is electronically published and available on the Fina website.
- 1.13.** The User is a natural person who is an employee of the Business Entity and/or the Plenipotentiary as appointed in the Application Form and who holds a valid appropriate Fina digital certificate integrated into a Fina e-card / USB token or co-branding card / USB token of the commercial bank with which Fina has a business cooperation agreement for the use of the Service ¹or the applications of the Business Entity, i.e. the Plenipotentiary by using a valid application and/or server certificate. The User uses the Service for and on behalf of the Business Entity and/or the Plenipotentiary on the basis of a duly completed Application Form. The use of the Service by the User is considered the use by the Business Entity and/or the Plenipotentiary.
- 1.14.** Exceptionally, from the provision of item 1.12. of these General Terms and Conditions, if the same person is authorized to represent the business entity for and on the behalf of which the Service is used and the business entity that has a Fina e-card/USB token used to access the Service, then the Statement on the use of the e-Invoice service (hereinafter: Statement) is submitted instead of the Power of Attorney. With the above-mentioned Statement, the person/s authorized to represent business entities declare/s that by using the Fina e-card/USB token or Fina digital certificates on the co-branding e-card or USB token of the Bank of one of the business entities, the person/s will use the Service for and on behalf of another Business Entity or Business Unit of the Business Entity. An extract from the register kept by the competent authority for both business entities shall be attached to the said Statement. The Statement form is electronically published and available on the Fina website.
- 1.15.** The user of another information intermediary is a business entity that uses information intermediary services of an information intermediary whose IT technology solution is integrated into the Service with the aim of facilitating the exchange of e-invoices with Fina's Users.
- 1.16.** A cross-border user is a user who, through an Access Point within the PEPPOL network, can perform cross-border exchange of e-invoices with other users of Access Points within the

¹ A list of commercial banks is available on the website <https://www.fina.hr/elektronicki-servisi>, and information on the procedure and conditions for accessing the Service using the Bank's co-branding card/USB token can be found in the Business Units of the banks listed there.

PEPPOL network.

- 1.17. Cross-border exchange of e-invoices through the Fina Access Point established within the PEPPOL network enables Business Entities and their Users and/or Plenipotentiaries and their Users with designated rights to sign and send and/or view and accept, i.e. exchange e-invoices with Cross-border Users of Access Points within the PEPPOL network. In cross-border e-invoice exchange via Access Points within the PEPPOL network, e-invoices are not signed electronically, nor is an exchange of e-invoice statuses possible.
- 1.18. The User's rights include the following functionalities of the Service: entry, signing and sending, review and acceptance of invoices, sending payment notifications, access to all Business Units and rights on behalf of another Business Entity.
- 1.19. Entry is the functionality of the Service which, as the sender of the e-invoice, enables the User to prepare, enter, save and search e-invoices entered in the Service.
- 1.20. Signing and sending is a functionality of the Service that allows the User, as the sender of the e-invoice, to sign, send and search e-invoices entered into the Service.
- 1.21. Using the Service, the User may send e-invoices to other Business Entities registered to the Service, Public Procurement Entities and users of other information intermediaries with which Fina has performed Service integration and Cross-border Users via Access Points within the PEPPOL network.
- 1.22. Using the Service, the user can send e-invoices to other users in the exchange, to the e-mail address of the recipient of the e-invoice. These General Terms and Conditions do not apply to the exchange of e-invoices with recipients of e-invoices who receive e-invoices via e-mail address and are not registered with the Service.
- 1.23. Review and acceptance are functionalities of the Service that enable the User as the recipient of the e-invoice to receive and search the received e-invoices, and to accept or reject the e-invoice.
- 1.24. Sending payment notifications is a functionality of the Service that enables the User as the recipient of the e-invoice to send the payment notification about the paid or partially paid invoice or search received e-invoices.
- 1.25. Access to all Business Units is a functionality of the Service that automatically allows the User one or more of the rights stated from item 1.19. to item 1.24. of these General Terms and Conditions for all Business Units of the Business Entity which have previously registered in the Service.
- 1.26. Rights on behalf of another Business Entity is a functionality of the Service that allows the User one or more of the rights from item 1.19. to item 1.24. of these General Terms and Conditions in the name and for the account of another Business Entity on the basis of a power of attorney.
- 1.27. The rights of the User are determined by the Application Form or the Application Form and the Power of Attorney.
- 1.28. The total possibilities of the Service for its use via the web application are described in detail in the User Manual which is electronically accessible and published in the web application of the Service (hereinafter: User Manual).
- 1.29. Technical conditions and possibilities for connection via the web service can be found in the



technical specifications that are electronically accessible and published on the Fina website (hereinafter: Technical Specifications).

- 1.30.** Delivery by electronic means prescribed by these General Terms and Conditions is done using the Online service for submitting documentation to the Financial Agency. The documentation submitted via the Online service must be in PDF format and signed with an electronic signature (digital certificate).

2.0. Technical conditions for using the Service:

To use the Service via the web application of the Service, the Business Entity and/or the Plenipotentiary must ensure the following technical conditions:

- a personal computer
- Internet access
- operating system: Windows 7 or newer;
- Internet browsers: Google Chrome, Opera, Firefox, Microsoft Edge, Internet Explorer 11, (Google Chrome recommended);
- Fina e-card / USB token or co-branding card / USB token of commercial banks which has the appropriate Fina digital certificate integrated;
- smart card reader for Fina e-card or co-branding card;
- smart card / USB token management program (e.g. ActiveClient, version 7.x or higher, middleware for USB tokens and cards);

To use the Service via the web service, the Business Entity and/or the Plenipotentiary must ensure the following technical conditions:

- application certificate for Fina e-Invoice and e-Invoice for the State Beneficiaries/server certificate;
- adaptation and integration of the software solution of the Business Entity and the User with the Service in a manner and on the basis of technical specifications that are available and published on the Fina website.

3.0. Contracting procedure

- 3.1.** Use of the Service may be contracted by the Business Entity and/or the Plenipotentiary:

- A business entity that requests the use of the Service by delivery directly or by mail to the Fina office or electronically by a duly completed Application Form, Power of Attorney to Fina employee and/or Statement, which are supplemented by these General Terms and Conditions. If the person requesting the use of the Service is not legally authorized to represent the Business Entity, he/she must have a valid power of attorney to represent that Business Entity. The power of attorney can also be issued on the power of attorney form which is electronically published and available on the Fina website. Along with the stated powers of attorney, it is necessary to enclose a copy of the identification document for the person who is legally authorized to represent the Business Entity.
- Plenipotentiary for and on behalf of the business entity, who requests the use of the Service by delivery directly or by mail to the Fina office or electronically by duly completed Application Form and Power of Attorney, which are supplemented by the General Terms and Conditions;
- who accepts the General Terms and Conditions, and is regarded he accepts them by submitting directly at the Fina office or electronically the duly completed Application Form and/or Application Form and Power of Attorney,
- who meets the technical requirements for the use of the Service specified in item 2.0. of these General Terms and Conditions.

- 3.2.** In order for the Plenipotentiary of the Business Entity, i.e. the Business Unit of the Business Entity to acquire rights for and on behalf of another Business Entity or more, other or more Business Units that are in the system of another Business Entity need to enclose the Power of Attorney of the Business Entity (one or more of them) for and on behalf of which it uses the Service. The power of attorney must be signed by a person authorized to represent the grantor of the power of attorney. The power of attorney must be accompanied by a copy of the identification document of the person authorized to represent the grantor. The Signatory of the Power of Attorney authorizes Fina to verify all data stated on the Power of Attorney. The data on the power of attorney must be identical to the data on the identification document.
- 3.3.** By approving a duly completed Application Form and/or Application Form and Power of Attorney or Power of Attorney to a Fina employee and/or Application Form and Statement, by Fina, the Business Entity and/or the Plenipotentiary contracts the use of the Service, and the User or Fina employee acquires the rights in the Service designated on the Application Form and the Power of Attorney or on the Power of Attorney to the Fina employee and/or on the Application Form and the Statement. The signatories of the Application Form and/or the Application Form and the Power of Attorney or the Power of Attorney to the Fina employee and/or the Application Form and the Statement confirm the accuracy of the data stated on the Application Form and/or the Application Form and the Power of Attorney or the Power of Attorney to the Fina employee and/or Application Form and the Statement. Signatories of the Application Form and/or Application Form and Power of Attorney or Power of Attorney to a Fina employee and/or Application Form and Statement, authorize Fina to verify all information listed on the Application Form and/or both the Application Form and the Power of Attorney or Power of Attorney to the Fina Employee and/or Application Form and Statement.
- 3.4.** If the User possesses a Fina e-card / USB token with integrated Fina digital certificates with which he accesses Fina e-services, to contract the use of the Service, the Business Entity and the User and/or the Plenipotentiary and the User can fill in the Application Form and/or the Application Form and the Power of Attorney and/or the Application Form and Statement and submit it directly or by mail to the Fina office or electronically, and Fina will add the right to use the Service to the existing card / USB token of the User.
- 3.5.** The General Terms and Conditions are an integral part of the Application Form or Power of Attorney to a Fina employee and have the nature of a contract. Part of the contract is the Application Form for the registration of Business Units of the Business Entity. The Power of Attorney form is electronically published and available on the Fina website.
- 3.6.** The power of attorney for a Fina employee must be signed by a person authorized to represent the grantor. The power of attorney must be accompanied by a copy of the identification document of the person authorized to represent the grantor. The grantor agrees that the use of the Service for and on behalf of the business entity will be performed by Fina employees who are in charge of performing the relevant activities in accordance with the rules of the internal organisation. The Signatory of the Power of Attorney authorizes a Fina employee to verify all the information stated on the power of attorney. The data on the power of attorney must be identical to the data on the identification document.
- 3.7.** By submitting a duly completed Application Form or Power of Attorney to the Fina branch office, the business entity authorizes Fina directly, by mail or electronically to publish publicly available data in the Public Register of e-Invoice service, for the purpose of operation and use of the Service.

- 3.8.** Digital certification service referred to in item 2.0. of these General Terms and Conditions is a special service of Fina as a provider of trust service which is provided in accordance with the acts of Fina governing the certification service. These General Terms and Conditions regulate the use of the Service and are a special service that does not include the performance of the Certification service contract for business entities.

4.0. E-invoice archive

- 4.1.** Fina ensures the storage of all e-invoices exchanged through the Service and keeps them in the original structured electronic form in the manner and within the time limits specified in the regulations regarding accounting and taxes, which regulate bookkeeping and accounting operations.
- 4.2.** Fina will provide all Business Entities and/or Plenipotentiaries with insight into the short-term current archive of exchanged e-invoices until 30 June of the current year for the previous year.
- 4.3.** Fina may provide the Business Entity with access to long-term archives based on a contract concluded between the Business Entity and Fina in the manner and under the conditions defined by that contract or provide access to an individual e-invoice, based on the business entity's request and under business rules set by Fina.

5.0. Payment

- 5.1.** Depending on who has contracted the use of the Service, the Business Entity or the Plenipotentiary is obliged to pay a fee for the use of the Fina Service in the amount and in the manner determined by the Fina Price List and other acts governing prices, deadlines and payment methods in Fina, which are published and available on the Fina website. Subsequent amendments will be available in the same manner.
- 5.2.** Depending on who has contracted the use of the Service, the Business Entity or the Plenipotentiary is obliged to pay a fee for sending invoices to Fina in the amount and in the manner determined by the Fina Price List and other acts governing prices, deadlines and payment methods in Fina, which are published and available on the Fina website. Subsequent amendments of these Fina acts will be available in the same manner.
- 5.3.** The Business Entity or the Plenipotentiary whose User uses the Service to send invoices to Cross-border User, using Fina Access Point within the PEPPOL network, is obliged to pay Fina a fee for sending e-invoices to Cross-border Users, in the amount and in the manner determined by Fina Price List and other acts governing prices, deadlines and payment methods in Fina, which are published and available on the Fina website. Subsequent amendments will be available in the same manner.
- 5.4.** A business entity that has contracted the use of the Service through a Power of Attorney to a Fina employee is obliged to pay a one-time processing fee and the fee referred to in item 5.2. and 5.3. of these General Terms and Conditions in the amount and in the manner determined by the Fina Price List and other acts governing prices, deadlines and the method of payment in Fina.
- 5.5.** Business entity or Plenipotentiary whose User uses the Service on the basis of a business cooperation contract with commercial banks referred to in item 1.13. can make payment of fees referred to in items 5.1, 5.2 and 5.3. via an invoice issued by the stated commercial bank.
- 5.6.** In cases of cancellation of the Service referred to in item 8.0. of these General Terms and Conditions, the Business Entity or the Plenipotentiary is obliged to pay the full fee referred to in item 5.1 of these General Terms and Conditions for the month in which the cancellation occurred, and the fee from item 5.2. and 5.3. of these General Terms and Conditions, depending on the number of

invoices sent until the moment of cancellation of the Service.

- 5.7. Fees for issuing digital certificates referred to in item 2.0. of these General Terms and Conditions, which are one of the conditions for using the Service, are paid in the amount agreed, and the price is determined in accordance with the Fina Price List, available and published on the Fina website, and other acts governing prices, deadlines and payment methods in Fina or in accordance with the price list of the commercial bank that performs registration activities for Fina as a trust service provider. Subsequent amendments of mentioned acts will be available in the same manner.
- 5.8. The fees referred to in this Article shall be paid by the Business Entity or the Plenipotentiary within 15 days from the day the invoice was issued.

6.0. Responsibility for using the Service

- 6.1. The Business Entity, the Plenipotentiary and the User undertake to use the Service in accordance with the User's Guide, Technical Specifications and technical requirements specified in item 2.0. of these General Terms and Conditions.
- 6.2. The Business Entity, the Plenipotentiary and the User are responsible for the accuracy of the data entered using the Service and for the correct and responsible use of the FINA business certificate.
- 6.3. The Business Entity, the Plenipotentiary and the User shall bear all damages that may occur to Fina, other business entities or Users due to loss, unauthorized use, improper use of the Fina e-card/USB token or Co-Branding card/USB token or application and/or server certificate, non-compliance with these General Terms and Conditions, User Instructions, Technical Specifications and other regulations governing the exchange of electronic invoices through the Service.
- 6.4. Fina, the Business Entity, the Plenipotentiary and the User undertake to keep the data of the sent and received invoices from the Service as a business secret.
- 6.5. Fina is not liable to the Business Entity and/or the Plenipotentiary for material and tax correctness of the content of the e-invoice from the Service, and the responsibility for the use of e-invoices from the Service in tax terms lies with the person who undertakes such use.
- 6.6. Fina undertakes to the Business Entity and/or the Plenipotentiary to use the data from the e-invoice in the Service, whether it is the issuer or recipient, exclusively for the needs of the Service and to protect it as a business secret, otherwise, it is liable for damages.
- 6.7. The business entity that has contracted the use of the Service through the Power of Attorney submits data to the Fina employee and is exclusively responsible for it, based on which the Fina Employee performs the services of the Service referred to in item 1.12. of these General Terms and Conditions.
- 6.8. The Business Entity and/or the Plenipotentiary undertake to independently obtain consent to receive invoices from users who are not registered with the Service and to whom they send e-invoices via the Service to their e-mail address.
- 6.9. Fina is not responsible to the Business Entity and/or the Plenipotentiary for obtaining consent to receive e-invoices from recipients of e-invoices who are not registered with the Service and who receive e-invoices via e-mail address.
- 6.10. If the Business Entity, as the recipient of the e-invoice, is a user of another information intermediary that uses the e-invoice exchange method that requires the conclusion of an EDI agreement or some other e-invoice exchange agreement between the issuer and the recipient, the issuer and the recipient are obliged to conclude the contract or agreement in question. Fina is not responsible for concluding or not concluding the contract or agreement in question.
- 6.11. Fina does not guarantee to the Business Entity and/or the Plenipotentiary the safe receipt of e-

invoices outside of the Service scope of work, which are delivered to the e-mail address and which depend on technical conditions that are not within Fina's competence. Fina is in no way responsible for their receipt by a recipient who is not a registered user of the Service.

- 6.12. Fina does not guarantee to the Business Entity and/or the Plenipotentiary the receipt of e-invoices within cross-border exchange via the Access Point because the PEPPOL network does not allow the exchange of e-invoice status.
- 6.13. Fina does not guarantee to the Business Entity and/or the Plenipotentiary the secure sending of e-invoice status to e-invoice issuers who are not registered users of the Service.
- 6.14. Fina guarantees to the Business Entity and/or the Plenipotentiary the receipt of e-invoices and e-invoice status within the Service to users registered with the Service.

7.0. Exclusion of liability

- 7.1. Fina is not responsible for the inability to connect the Business Entity and/or the Plenipotentiary and the User with the Service or the inability to use it due to failure to meet technical requirements or due to inappropriate conduct on the part of the system of the Business Entity and/or the Plenipotentiary.
- 7.2. Fina is not liable for damage caused by the unavailability of the Service caused by technical difficulties on the part of the system of the Business Entity and/or the Plenipotentiary and the User.
- 7.3. Fina is not responsible for the unavailability of the Service due to technical difficulties caused by force majeure.
- 7.4. The Business Entity and/or the Plenipotentiary who sets up the applications necessary to use the Service at a workstation where some other applications are installed assumes responsibility if there is a collision of the Service with other applications.

8.0. Cancellation/revocation of rights and changes in Service rights

- 8.1. If Fina determines that based on the submitted documentation referred to in item 3 of these General Terms and Conditions, the Business Entity or the Plenipotentiary has been incorrectly registered with the Service, Fina will deny the right to use the Service and notify the Business Entity or the Plenipotentiary, i.e. the Service user, about the documentation needed to submit for valid Service registration.
- 8.2. The Business Entity or the Plenipotentiary is obliged to submit to Fina in a timely manner any change, including the status change that affects the accuracy of the data in the Public Register of the Service maintained by Fina.
- 8.3. If the Business Entity or the Plenipotentiary fails to fulfil the obligation referred to in item 8.2. of these General Terms and Conditions or does not meet it in due time, Fina is authorized to make changes to the data in the Public Register of the Service, as well as possible restrictions or deactivation of the business entity, etc. in the Service, or deny the right to use the Service, on the basis of facts and data available in the public register kept by the competent authorities.
- 8.4. The Business Entity and/or the Plenipotentiary changes the rights of the User by submitting a new Application Form/Request/documentation of Fina directly or by mail to the Fina branch office, or electronically.
- 8.5. Fina and the Business Entity may cancel the use of the Service. The Business Entity cancels the use of the Service by submitting a duly completed Request directly or by mail to the Fina office or electronically, and Fina is authorized to cancel the use of the Service by written notice sent by mail or e-mail to the address specified by the Business Entity or to the e-mail address published by the Business Entity on its own website. The Service is considered cancelled at the time of the



submission of a duly completed Request by the Business Entity, i.e. at the time of receipt of Fina's written notice or at the time of receipt of an e-mail message on the server for receiving e-mails of the Business Entity.

- 8.6. In the event that Fina sends the letter referred to in item 8.5. of these General Terms and Conditions by registered mail with a return receipt, the letters are delivered to the address of the registered office of the Business Entity or another address specified by the Business Entity as the contact address. If such a letter is not delivered to the recipient with a note that the recipient has moved away, is not found or is unknown at the specified address or has been notified and has not picked up the shipment, the letter will be deemed duly delivered on the day the registered mail was delivered to the post office.
- 8.7. The cancellation made by the Business Entity or Fina cancels the use of the Service in its entirety.
- 8.8. The Business Entity may cancel the use of the Service only for one or more Business Units that are registered with the Service by submitting a completed Request directly to the Fina branch office or electronically.
- 8.9. Cancellation of the Power of Attorney to the Fina employee by the Business Entity cancels the use of the Service in its entirety, unless the Business Entity has duly filled in and submitted the Application Form by which it has retained the rights to use the Service.
- 8.10. Cancellation of the Power of Attorney by the Plenipotentiary or the Business Entity that uses the Service by Proxy cancels the use of the Service in its entirety, unless the Business Entity has duly filled in and submitted the Application Form retaining the right to use the Service. Revocation of the Power of Attorney is made through the Request for revocation of the power of attorney/statement for the use of the e-Invoice service.
- 8.11. By revoking the Statement by Fina e-card/USB token Holder or the Business Entity, the use of the Service is cancelled in its entirety, unless the Holder has duly filled in and submitted the Application Form by which he retains the rights to use the Service. Cancellation of the Statement is made via the Request for cancellation of the power of attorney/statement for the use of the e-Invoice service.
- 8.12. The Business Entity and/or the Plenipotentiary may revoke all rights in the Service to an individual User by submitting a completed Request directly, by mail to Fina branch office or electronically. The change of individual rights in the Service to an individual User is done by submitting a new duly completed Application Form directly, by mail to the Fina branch office or electronically.
- 8.13. If the certificates referred to in item 2.0. of these General Terms and Conditions are revoked, thus terminating the prerequisites for using the Service, the Business Entity is obliged to cancel the Service, and the Plenipotentiary is obliged to cancel the Power of Attorney, i.e. the cancellation of the Service will be performed by Fina if Fina revokes the certificate.
- 8.14. If the Business Entity and/or the Plenipotentiary or the User do not comply with the General Terms and Conditions or if the Business Entity or the Plenipotentiary does not pay the fees to Fina referred to in item 5.0 upon maturity, Fina reserves the right to exclude the Business Entity and/or the Plenipotentiary or the User from the use of the Service without prior notice. If the Business Entity and/or the Plenipotentiary does not pay the fees in question within a further period of 30 days from the day of exclusion, the contract shall be considered terminated to the detriment of the Business Entity and/or the Plenipotentiary. Upon subsequent payment, Fina may enable the Business Entity and/or the Plenipotentiary, i.e. the User, to reuse the Service.
- 8.15. The documentation referred to in this item, which is used to cancel/ revoke and change the rights of the Service, is electronically accessible and published on the Fina website.

9.0. Compliance with the General Terms and Conditions

- 9.1. These General Terms and Conditions are electronically available and published on the Fina website.

- 9.2. The Business Entity and/or the Plenipotentiary and the User confirm their compliance with the General Terms and Conditions by signing the Application Form and/or the Application Form and the Power of Attorney or the Power of Attorney to the Fina employee and/or the Application Form and the Statement.
- 9.3. Fina reserves the right to unilaterally and subsequently amend the General Terms and Conditions, and the amended version will be published electronically and available on the Fina website.
- 9.4. It is considered that the Business Entity, the Plenipotentiary and the User have agreed to the amendments to the General Terms and Conditions if, within 8 days of their publication, the Business Entity and/or the Plenipotentiary does not notify Fina that the changes and/or amendments to the General Terms and Conditions have not been accepted.
- 9.5. If the Business Entity and/or the Plenipotentiary notifies Fina that they do not agree to the changes and/or amendments to the General Terms and Conditions of Fina, it is considered that he has cancelled the use of the Service, i.e. the rules stated in item 8.0 apply. He is obliged to inform Fina in the manner stated in item 8.0. of the General Terms and Conditions. The notice for the User is given by the Business Entity and/or the Plenipotentiary.
- 9.6. The Business Entity and/or the Plenipotentiary and the User, by signing the Application Form and/or the Application Form and the Power of Attorney or the Power of Attorney to the Fina employee and/or the Application Form and the Statement, when using the Service agree and accept the rules on the use of cookies laid down by Fina's document "Cookies", published and available at Fina website under Terms of Use. Fina instructs the Business Entity and/or the Plenipotentiary and the User to inspect the content of the stated rules.

10.0. Dispute resolution

- 10.1. Fina and Business Entities and/or Plenipotentiary agree to settle amicably all disputes arising out of these General Terms and Conditions, and if this is not possible, the court in Zagreb is competent for resolving disputes.

11.0. Final provisions

- 11.1. In the event of a change in the relevant legal framework affecting Fina's operations, as well as changes in the market, Fina has the right to make appropriate amendments to these General Terms and Conditions, as well as changes in the provision of services to the Business Entity and/or the Plenipotentiary.
- 11.2. These General Terms and Conditions enter into force on 13 August 2021.

Document version

No.	Description of Change	Date
1.	Implemented functionality of sending cross-border invoices via PEPPOL network for users using invoice exchange via web service	13.08.2021.