

# **General terms of use of the e-Invoice web application for state beneficiaries for public procurement entities**

## **1. Introduction and meaning of terms**

- 1.1. These General Terms and Conditions of Using the e-Invoice web application for the state beneficiaries (hereinafter: General Terms and Conditions) determine the content and conditions of using the e-Invoice service for the state beneficiaries via the web application 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) on the one hand and the public procurement entity, the entity's plenipotentiary and the user of the web application of the Service.
- 1.2. The e-Invoice Service for the State Beneficiaries (hereinafter: the Service) is the central platform of Fina, as a central information intermediary, defined by the Act on Electronic Invoicing in Public Procurement (Official Gazette 94/18; hereinafter: the Act), which enables public procurement entities to exchange structured electronic invoices compliant with the European standard EN 16931 (hereinafter: EU Standard) and supporting documents.
- 1.3. A web application is a server application of the Central Platform Access Service that serves to exchange information with other computer systems using a standardized web interface.
- 1.4. An electronic invoice or e-invoice is an invoice issued, sent and received in a structured electronic form, which enables its automatic and electronic processing and is harmonized with the EU Standard, and includes authorisation. Supporting documents are attached to the e-invoice.
- 1.5. Supporting documents are business documents that form part of the structure of the e-invoice and are issued and exchanged with the e-invoice.
- 1.6. The status of the e-invoice is a message that the Entity can send to the issuer of the e-invoice via the Service. Statuses include the following: confirmed receipt of e-invoice, rejected or accepted e-invoice, paid or partially paid e-invoice.
- 1.7. The Entities are the Contracting Authorities defined by the Law, who may also be the Issuers of e-invoices and who have contracted the use of the Service on the basis of a duly completed Application Form for the web application of the e-Invoice Service for the State Beneficiaries (hereinafter: Application Form). The Power of Attorney form is electronically published and available on Fina's website. The rules prescribed by these General Terms and Conditions apply equally to Entities for whom Fina is a mandatory information intermediary under the Act, as well as to other Entities who choose Fina as an information intermediary under the Act.
- 1.8. The Issuer is the entity or body that issues, sends or on behalf of which the e-invoice and supporting documents are sent to the Public Procurement Entity.
- 1.9. The Entity's Plenipotentiary (hereinafter: the Plenipotentiary) is a legal or natural person with a registered activity, who uses the Service for and on behalf of the Entity, i.e. the Organizational Unit of the Entity on the basis of the given Power of Attorney for using the e-Invoice Service for the State Beneficiary (hereinafter: the Power of Attorney). The Power of Attorney form is electronically published and available on Fina's website.
- 1.10. The User is a natural person who is an employee of the Entity or Plenipotentiary appointed on the Application Form and who has valid Fina digital certificate integrated in the Fina card/USB token or co-branding card/USB token of a commercial bank with which Fina has a business

cooperation agreement for using the Service or business soft certificate and which based on duly completed Application Forms, uses the Service for and on behalf of the Entity and/or Plenipotentiary. The use of the Service by the User is considered to be the use of the Service by the Entity or Plenipotentiary.

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

- 1.11. An organizational unit is an organizational part or a separate part of the Entity registered by the Entity on the Service with the aim of independently exchanging e-invoices and e-invoice statuses through the Service.
- 1.12. The Public Register is a list of Entities and Organizational Units of Entities registered on the Service including certain public data about them. The Public Register also contains a list of all Business Entities and Business Units of Business Entities that are registered on the e-Invoice Service for Business Entities and a list of users of other information intermediaries and certain public data about them. The public register is electronically accessible and published on Fina's website.
- 1.13. The rights of the Entity and/or Plenipotentiary, i.e. the User, are the following functionalities of the Service: entry, signature and sending, review and acceptance of e-invoices, sending payment notifications, rights on behalf of the public procurement entity, access to all organizational units and verification of invoices with functionalities: verification group - creation, acceptance/records, invoice endorsement - initials, invoice endorsement - signature, acceptance, and access to all organizational units.
- 1.14. The right to enter an invoice is a functionality of the Service that enables the User as the Issuer of e-invoices to create, save and search created e-invoices.
- 1.15. The right to sign and send are functionalities of the Service that enable the User as the Issuer of e-invoices to sign, send and search created and sent e-invoices.
- 1.16. The right to review and accept are the functionalities of the Service that enable the User as the Contracting Authority to receive, confirm receipt, accept or reject e-invoices and search received invoices.
- 1.17. The right to send payment notifications is a functionality of the Service that enables the User as the Contracting Authority to send notifications about paid or partially paid invoices and search received e-invoices.
- 1.18. Rights on behalf of public procurement entity is the functionality of the Service which enables the User to use the Service for and on behalf of the Entity, and according to the rights granted by power of attorney.
- 1.19. Invoice verification is a functionality of the Service that enables the Entity and/or Plenipotentiary to verify e-invoices received through the Service's web application and can be performed in accordance with the roles in the Entity's internal verification process.
- 1.20. The right of the verification group-creation is a functionality of the Service that enables the User to create a group/s at the level of the Entity, and whose members are the Users of the Entity and/or Plenipotentiary who participate in the verification process.

- 1.21. The right of acceptance/registration is the functionality of the Service that enables the User to record and forward e-invoices to other Users in the verification process.
- 1.22. The right to certify the invoice-initials is the functionality of the Service that the User who participates in the verification process allows for a lower level of invoice approval through the initialing of incoming e-invoices.
- 1.23. The right of invoice endorsement-signature is a functionality of the Service that enables the User who participates in the verification process to endorse and send the e-invoice to the accounting department for final verification and acceptance.
- 1.24. The right to accept invoices is a functionality of the Service that allows the User participating in the verification process to complete the e-invoice verification process, accept or reject the e-invoice and send a notification on payment or partial payment of the e-invoice to the Issuer.
- 1.25. Access rights to all organizational units is a functionality of the Service that automatically allows the User one or more rights from items: 1.14, 1.15, 1.16, 1.17, 1.18, 1.20, 1.21, 1.22, and 1.23. and 1.24. of these General Terms and Conditions for all organizational units of the Entity that were previously registered on the Service.
- 1.26. The rights are granted to the User by the Application Form, i.e. the Application Form and the Power of Attorney.
- 1.27. The total possibilities of the Service for its use via the web application are described in detail in the User's Guide for e-Invoice service according to the EU standard (hereinafter: User's Guide) which is an appendix to these General Terms, electronically published and available in the Service web application.
- 1.28. Delivery by electronic means prescribed by these General Terms and Conditions is done using the Fina's Online service for submitting documentation to the Financial Agency. The documentation submitted through the On-line Service for the use of the Service must be electronically signed.

## **2. Technical conditions for using the Service:**

- 2.1. To use the web application of the Service, the Entity and/or 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 USB token/e-card or co-branding USB token/card of commercial banks in which the appropriate FINA digital certificate for exchange and verification of e-invoices or business soft certificate for verification of e-invoices is integrated
  - smart card/USB token management program (e.g. ActiveClient, version 7.x or higher, middleware for cards and USB tokens)
  - smart card reader for FINA e-card or co-branding card (if a smart card is used)

### 3. Contracting procedure

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

- by the Entity who requests the use of the Service by submitting the duly completed Application Form, which is supplemented by these General Terms, directly or by mail to the Fina branch office or electronically. A person who is not legally authorized to represent the Entity must have a valid power of attorney to represent that Entity. The power of attorney can also be issued on a power of attorney form that is electronically published and available on the Fina's website. Along with the stated powers of attorney, it is necessary to enclose a copy of the identification document of the person who is legally authorized to represent the Entity.
- Plenipotentiary for and on behalf of the Entity, who requests the use of the Service by submitting directly or by mail to the Fina branch office or electronically the 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 the duly completed Application Form an/or Application Form and Power of Attorney directly or by mail to the Fina office or electronically;
- who meets the technical requirements for the use of the Service defined in item 2 of these General Terms and Conditions and who uses the Service in accordance with the User's Guide.

#### 3.2. In order for the Entity's Plenipotentiary, i.e. the Organizational Unit of the Entity to acquire rights for and on behalf of another Entity or more of them, other or more Organizational Units that are in the system of another Entity must enclose the Power of Attorney of the Entity (one or more of them) for and on behalf of whom it uses the Service. The power of attorney must be signed by the 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. With the approval of the duly completed Application Form and/or Application Form and Power of Attorney by Fina, the Entity and/or the Plenipotentiary agrees to use the Service, and the User acquires the rights in the Service indicated on the Application Form and/or the Application Form and Power of Attorney. The signatories of the Application Form and/or the Application Form and the Power of Attorney confirm with their signature the accuracy of the data stated on the Application Form and/or the Application Form and the Power of Attorney. The signatories of the Application Form and/or the Application Form and the Power of Attorney authorize Fina to verify all data stated on the Application Form and/or the Power of Attorney Form.

#### 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 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 submit it directly or by mail to the Fina branch office or electronically, and Fina will add the right to use the Service to the existing card/USB token of the User.

#### 3.5. These General Terms and Conditions are an integral part of the Application Form and have the nature of a contract. Part of the contract is the Application Form for the registration of public procurement entities with organizational units in the e-Invoice Service for the State Beneficiaries. The Power of Attorney form is electronically published and available on Fina's website.

- 3.6. By submitting a duly completed Application Form or Power of Attorney directly or by mail to the Fina branch office or electronically, the Entity authorizes Fina to publish publicly available data of the Entity in the Public Register of the Service, for the purposes of operation and use of the Service.
- 3.7. 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.

#### **4. Terms of use of the Service via the web application**

- 4.1. The Entity and/or the Plenipotentiary and the User use the Web application of the Service to exchange e-invoices.
- 4.2. Fina shall provide access to the web application of the Service to the Entity to whom it approves the Application Form, i.e. to its User and/or Plenipotentiary to whom it approves the Application Form and the Power of Attorney, i.e. to its User who meets the technical requirements referred to in item 3.5. of these General Terms and Conditions.
- 4.3. The Issuer and the Entity are responsible for concluding an EDI agreement or other e-invoice exchange agreement between the Issuer and the Entity that uses the e-invoice exchange method to which such an agreement or contract is a condition.
- 4.4. The Issuer shall independently notify the Entity of the termination or change of the e-invoice issuance in accordance with the method used.

#### **5. Archive of electronic invoices**

- 5.1. 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.
- 5.2. Fina will provide all Entities and/or Plenipotentiaries with insight into the short-term current archive of exchanged accounts by 30 April of the current year for the previous year via the Service web application.
- 5.3. Fina may provide the Entity with access to long-term archives based on the contract concluded between the 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 Entity's request and under business rules determined by Fina.

#### **6. Payment**

- 6.1. For the use of the Service, the Entity is obliged to pay Fina a fee for the service of using the central platform in accordance with the Ordinance on the type and amount of fees for receiving and sending electronic invoices for contracting authorities (Official Gazette 32/2019; hereinafter the



Ordinance on fees) or fee according to the Fina Price List for Entities who choose Fina as an information intermediary pursuant to the Act. The fee is paid in the amount of HRK 10.00 per month per registered organizational unit. Value-added tax is calculated on the fee.

- 6.2. Depending on who contracted the use of the Service, the Entity or Plenipotentiary is obliged to pay a fee to Fina for sending invoices in accordance with the Ordinance on fees or Fina Price List for Entities who choose Fina as an information intermediary pursuant to the Act. The fee is paid on the basis of pay grades in such a way that the higher pay grade includes the lower pay grade, and is calculated on a monthly basis (example: If the Entity or Plenipotentiary sends 2500 invoices in a period of one month, the fee will be calculated as follows: 1000 invoices x HRK 1.50, 1000 invoices x HRK 1.40 and 500 invoices x HRK 1.30). Value-added tax is calculated on the fees.
- 6.3. In cases of cancellation of the Service referred to in item 8 of these General Terms and Conditions, the Entity is obliged to pay the full fee referred to in item 6.1. of these General Terms and Conditions for the month in which the cancellation occurred, and the Entity or Plenipotentiary is obliged to pay the fee referred to in item 6.2. of these General Terms and Conditions, depending on the number of invoices sent until the moment of cancellation of the Service.
- 6.4. 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's 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.
- 6.5. The fees referred to in this Article shall be paid by the Entity or Plenipotentiary within 15 days from the day the invoice was issued.

## **7. Responsibility for using the Service**

- 7.1. The Entity, Plenipotentiary and the User undertake to use the web application of the Service in accordance with these General Terms and Conditions, technical conditions specified in item 2 of these General Terms and Conditions, regulations governing the exchange of e-invoices through the Service and in accordance with the User's Guide.
- 7.2. The Entity and/or the Entity's Plenipotentiary shall be liable for any damage that may occur to Fina, other Entities and Issuers due to loss, unauthorized use, improper use of digital certificates, non-compliance with the General Terms and Conditions, technical conditions referred to in item 2 of these General Terms and Regulations governing the exchange of e-invoices via the Service by the Entity and/or Plenipotentiary. The Entity and/or Plenipotentiary are fully responsible for the use of the Service by the User.
- 7.3. Fina is not responsible for the inability of using the Service by the Entity, Plenipotentiary or User if he did not use valid digital certificates or did not perform valid authentication to the Service or meet the technical requirements for using the Service specified in item 2 of these General Terms, and the responsibility lies with the Entity, Plenipotentiary, i.e. User who undertakes such use.
- 7.4. Fina, the Entity and/or Plenipotentiary are obliged to keep the data from the exchanged e-invoices through the Service and protect it as a business secret.



- 7.5. Fina is not liable to the Entity and/or the Plenipotentiary for material and tax correctness of the content of the e-invoice sent by the Issuer through the Service, and the responsibility for using the e-invoice exchanged through the Service in tax terms lies with the person who undertakes such use.
- 7.6. Fina is not liable to the Entity and or Plenipotentiary for e-invoice statuses that have not been downloaded by the E-invoice Issuer.
- 7.7. 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 same issuer or recipient, exclusively for the needs of the Service and to protect it as a business secret, otherwise it is liable for damages.
- 7.8. Fina is responsible for the current availability of exchanged e-invoices until 30 April of the current year for the previous year via the web application of the Service to the Entity and/or Plenipotentiary.
- 7.9. Fina is not responsible for the inability to connect the Entity and/or Plenipotentiary with the web application of the Service due to failure to meet the technical conditions specified in item 2 of these General Conditions on the part of the Entity and/or Plenipotentiary.
- 7.10. Fina shall not be liable in the event of inability to use the Service due to improper conduct on the part of the Entity and/or Plenipotentiary or the User.
- 7.11. Fina is not responsible for the unavailability of the Service due to technical difficulties caused by force majeure.
- 7.12. Fina is not liable for damage caused by the unavailability of the Service caused by technical difficulties on the part of the Entity and/or Plenipotentiary, i.e. the User.

## **8. Cancellation/revocation and change of rights**

- 8.1. If Fina determines that based on the submitted documentation referred to in item 3 of these General Terms and Conditions, the Entity or the Plenipotentiary has been incorrectly registered with the Service, Fina will deny the right to use the Service and notify the Entity or the Plenipotentiary, i.e. the Service user, about the documentation needed to submit for valid Service registration.
- 8.2. The Entity or the Plenipotentiary is obliged to submit to Fina's branch office in a timely manner, directly or by mail or electronically, any change, including status change, that affects the accuracy of the data in the Public Register of Services maintained by Fina.
- 8.3. If the Entity or the Plenipotentiary fails to fulfil the obligation referred to in item 8.1. 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. In the manner specified in the documentation and through the documentation that is electronically accessible and published on the Fina's website, the following is performed:
- Cancellation of the use of the Service by the Entity or Fina;
  - Cancellation of the use of the Service for one or more organizational units by the Entity, which were registered in the Service;



- Cancellation of the given power of attorney for the use of the Service by the Entity or Plenipotentiary;
- Termination of all rights in the Service to an individual User by the Entity and/or Plenipotentiary;
- Change of rights in the Service to the User by the Entity and/or Plenipotentiary.

## **9. Compliance with the General Terms and Conditions**

- 9.1. These General Terms and Conditions are electronically available and published on Fina's website and in the Service's web application.
- 9.2. The Entity and the User confirm their compliance with the General Terms and Conditions by signing the Application Form and/or the Power of Attorney.
- 9.3. The Plenipotentiary and the User confirm their compliance with the General Terms and Conditions by signing the Application Form and the Power of Attorney.
- 9.4. 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 Fina's website. The Entity and Plenipotentiary agree to the stated manner of changing the General Terms and Conditions.
- 9.5. It is considered that the Entity and/or Plenipotentiary have agreed to the changes and/or amendments to the General Terms and Conditions if, within 8 days of their publication, the Entity and/or Plenipotentiary does not notify Fina that the changes and/or amendments to the General Terms and Condition have not been accepted. The notice for the User is given by the Entity and/or Plenipotentiary. This provision does not apply to Entities for whom Fina is a mandatory information intermediary under the Act.
- 9.6. If the 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 canceled the use of the Service, i.e. the rules stated in item 8 apply. This provision does not apply to Entities for whom Fina is a mandatory information intermediary under the Act.
- 9.7. By signing the Application Form and/or the Power of Attorney and the Application Form, the Entity and/or Plenipotentiary, when using the Service, agree and accept that the rules on the use of cookies laid down by Fina's document "Cookies", which is published and available on Fina's website under Terms of Use. Fina instructs the Entity and/or the Plenipotentiary and the User to inspect the content of the stated rules.

## **10. Dispute resolution**

- 10.1. Fina, the Entity and the Entity's Plenipotentiary agree to resolve amicably all disputes arising from these General Terms and Conditions, and if this is not possible, the court in Zagreb is competent for resolving disputes.

## **11. Final Provisions**

- 11.1. In the event of changes in the regulations governing the exchange of e-invoices in public procurement that affect the terms of exchange of invoices to Entities, Fina has the right to make





appropriate amendments to these General Terms and Conditions, as well as changes in the provision of services to Entities and/or Plenipotentiaries.

11.2. These General Terms and Conditions enter into force and apply on the day of publication.