

General terms of use of the e-Invoice web application for state beneficiaries for electronic invoices issuers

1.0. Introduction and meaning of terms

- 1.1.** These General Terms and Conditions for the use of the e-Invoice web application for state beneficiaries for electronic invoice issuers (hereinafter: General Terms and Conditions) determine the content and conditions for the use of the e-Invoice web application for state beneficiaries for electronic invoice issuers and the rights and obligations of the Financial Agency 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 issuer of electronic invoices on the other hand.
- 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.** The web application for issuers of electronic invoices is a server application of the Service providing access to the central platform which is used to send electronic invoices to the Public Procurement Entities using a standardized web interface. The possibility of receiving electronic invoices via this web application is excluded.
- 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 issuer of the e-invoice is a natural person or entity or body that issues and sends the e-invoice and supporting documents to the Public Procurement Entities.
- 1.7.** The Public Procurement Entities are the Contracting Authorities defined by the Law.
- 1.8.** The User is a natural person registered by the E-Invoice Issuer in the Service and who has valid appropriate Fina digital certificates integrated into the Fina e-card/USB token or co-branding card/USB token of a commercial bank with which Fina has a business cooperation agreement for use. Service or electronic identity card (eOI) or business certificate of AKD on the kID business card and which the Service uses for and on behalf of the Issuer of the e-invoice. The use of the Service by the User is considered to be the use by the Issuer of the e-invoice. If the Issuer of the e-invoice is a natural person, he is also a User of the Service for and on his behalf.

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.

- 1.9.** The total possibilities of the Service for its use via the web application for e-Invoice Issuers 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 for e-invoice issuers.

2.0. Technical conditions for using the Service web application for e-invoice issuers

2.1. To use the Service, the E-invoice Issuer must provide the following technical conditions:

- personal computer,
- Internet access,
- Operating system: Microsoft Windows 7 or later
- Internet browser: Internet Explorer version 11.0.
- Adobe Reader version 10.1 or later
- use of digital certificates on a cryptographic device (smart card or USB token) issued by Fina or electronic identity card (eOI) or AKD business certificate on the kID business card
- smart card/USB token management program (e.g. ActiveClient, version 6.x or higher, middleware for cards and USB tokens)
- smart card reader (if a smart card is used)

3.0. E-invoice Issuer Registration Procedure

3.1. The e-invoice issuer is obliged to register via the online application in order to use the Service.

3.2. For online registration and use of the Service, the E-invoice Issuer is obliged to obtain Fina's digital certificates integrated in the Fina e-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 electronic ID card (eOI) or AKD business certificate on the kID business card.

3.3. Procedure for issuing digital certificates referred to in item 3.2. of these General Terms and Conditions shall be performed in accordance with the rules for the provision of certification services defined by the accredited certification service provider that issues digital certificates.

3.4. By registering a business entity as an E-invoice Issuer, the business entity and the User who uses the Service for and on behalf of the business entity as an e-invoice Issuer are registered for the service.

3.5. By registering a natural person as the Issuer of an e-invoice on the Service, a natural person is registered who is also a User of the Service for and on his own behalf.

3.6. After successfully completing the registration, the Issuer of the e-invoice, i.e. the User, can start using the Service, i.e. send individual e-invoices.

3.7. Registration is not possible for e-invoice issuers who have already registered on Fina's e-invoice service for business entities.

4.0. Use of the Service via the web application for E-invoice Issuers

4.1. Fina will enable the use of the Service to the E-invoice Issuer who:

- performs the registration in accordance with item 3.0. of these General Terms and Conditions;
- accepts these General Terms and Conditions in the web application of the Service;
- meets the technical requirements defined in item 2.0. of these General Terms and Conditions and uses the Service in accordance with the User Guide.

4.2. The web application allows only individual sending of e-invoices and accompanying documents (one by one).

4.3. Sending e-invoices via the web application of the Service is limited for the E-invoice Issuers to



sending 15 (in words: fifteen) individual e-invoices and accompanying documents to Public Procurement Obligors monthly.

- 4.4. E-invoice Issuer that already has the digital certificates referred to in item 2.0. of these General Terms and Conditions, may also use them to use the Service via the web application for E-invoice Issuers, i.e. to send e-invoices to Public Procurement Entities via the web application for E-invoice Issuers.
- 4.5. The E-invoice Issuer can send individual e-invoices to the Public Procurement Entities via the web application for e-invoice issuers only for and on behalf him.
- 4.6. Using the web application enables the E-invoice Issuer the following functionalities: account creation, signing invoices signing, sending invoices, advanced time stamp verification, receiving account status information (accepted or rejected) and other functionalities described in detail in the User's Guide.

5.0. 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 Issuers with insight into the current archive of sent invoices by 30 April of the current year for the previous year via the web application of the Service for E-invoice Issuers.
- 5.3. Fina may provide the E-Invoice Issuer with access to long-term archives under a contract concluded between the E-Invoice Issuer and Fina in the manner and under the conditions defined by this Agreement or provide insight into an individual e-invoice based on the E-Invoice Issuer's request and under business rules set by Fina.

6.0. Payment

- 6.1. The E-invoice Issuer does not pay a fee for sending 15 (in words: fifteen) individual e-invoices to the Public Procurement Entities through the web application of the Service for E-invoice Issuers.
- 6.2. Fees for issuing digital certificates referred to in item 2.0. of these General Terms and Conditions, which are a prerequisite for using the Service via the web application for E-invoice Issuers, are paid in accordance with the price list of an individual certification service provider or a legal entity that performs registration for digital certificates for and on behalf of the certification service provider.
- 6.3. The E-invoice Issuer who has contracted the long-term archiving service with Fina pays a fee in the amount and in the manner regulated by the contract between the E-invoice Issuer and Fina.
- 6.4. Issuer who has not contracted a long-term archiving service with Fina may request access to the long-term archive from Fina, paying a fee in accordance with Fina's price list.

7.0. Responsibility for using the Service

- 7.1. The E-invoice Issuer undertakes to use the web application of the Service for Issuers in accordance with these General Terms and Conditions, the User's Guide, the technical conditions set out in item 2 of these General Terms and Conditions and regulations governing the exchange of e-invoices in public procurement.
- 7.2. The E-invoice Issuer, i.e. the User is liable for any damage that may occur to Fina, Public



Procurement Entities and other e-Invoice Issuers due to loss, unauthorized use, improper use of digital certificates, non-compliance with these General Terms and Conditions and User's Guide, technical conditions referred to in item 2 of these General Terms and Conditions governing the exchange of e-invoices in public procurement. E-invoice issuer - the business entity is fully responsible for the use of the Service by the User.

- 7.3.** The E-invoice Issuer, i.e. the User who has digital certificates is responsible for their use, especially for the accuracy of the data contained in the digital certificates and the secrecy of the PIN. It is forbidden to disclose the PIN to other natural and legal persons, i.e. business entities.
- 7.4.** Fina is not responsible for the inability to use the Service by the e-Invoice Issuer or the User if he did not use valid digital certificates or did not perform valid authentication to the Service or met the technical conditions for using the Service from item 2 of these General Terms, the E-Invoice Issuer is responsible, that is, the User who undertakes such use.
- 7.5.** Fina is not liable to E-invoice Issuer for e-invoices that have not been downloaded by the Public Procurement Entity.
- 7.6.** The Issuer is responsible for the accuracy of the data entered using the Service through the web application for E-invoice Issuers.
- 7.7.** Fina is not liable to the E-invoice Issuer or the Public Procurement Entity for material and tax-legal correctness of the content of the e-invoice sent through the Service, and the responsibility for using the e-invoice sent through the Service in tax terms lies with the person who undertakes such use.
- 7.8.** Fina undertakes to the E-invoice Issuer that it will use the data from the e-invoice in the Service exclusively for the needs of the Service and that it will protect them as a business secret, otherwise it is liable for damages.
- 7.9.** Fina is responsible to the E-invoice Issuers of 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 for E-invoice Issuers.
- 7.10.** Fina is not responsible for the business conduct of the E-invoice Issuer regarding archived e-invoices.

8.0. Exclusion of liability

- 8.1.** Fina is not responsible for the inability to connect the E-invoice Issuer, i.e. the User with the web application of the Service for E-invoice Issuers due to failure to meet technical requirements from item 2 of these General Terms and Conditions on the part of the E-invoice Issuer.
- 8.2.** Fina is not responsible in case of inability to use the Service due to improper conduct of the E-invoice Issuer or User.
- 8.3.** Fina is in no case liable for damage caused by the improper use of digital certificates by the E-invoice Issuer, i.e. the User.
- 8.4.** Fina is not liable for damage caused by the unavailability of the Service caused by technical difficulties on the part of the E-invoice Issuer, i.e. the User.
- 8.5.** Fina is not responsible for the unavailability of the Service due to technical difficulties caused by force majeure.

9.0. Refusal of the right to use the Service

- 9.1.** Fina will deny the right to use the Service to the E-invoice Issuer who reaches the numerical limit of 15 (in words: fifteen) e-invoices and accompanying documents sent using web application of the Service for E-invoice Issuers. Following this denial, the E-invoice Issuer may agree with Fina to use Fina's e-invoice service for business entities or select another information intermediary.
- 9.2.** Fina will deny the right to use the Service to the E-invoice Issuer for whom there is reasonable suspicion or the unauthorized use of digital certificates is established. The Service will be unavailable to the E-invoice issuer, i.e. the User in case of inactivity of digital certificates, regardless of the reason for the inactivity.

10.0. Compliance with the General Terms and Conditions

- 10.1.** These General Terms and Conditions are electronically published and available in the web application of the Service for E-invoice Issuers, the E-invoice Issuer, i.e. the User confirms its compliance to the General Terms and Conditions by accepting it in the web application of the Service for E-invoice Issuers.
- 10.2.** Fina reserves the right to subsequently change and/or amend the General Terms and Conditions, and the amended version will be electronically published and available in the web application of the Service for E-invoice Issuers.
- 10.3.** The E-invoice Issuer, i.e. the User who does not accept the General Terms and Conditions will not be able to use the web application of the Service for E-invoice Issuers, i.e. register and send e-invoices via the said web application.

11.0 Dispute resolution

- 11.1.** Fina and the E-Invoice Issuers 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.

12.0. Final provisions

- 12.1.** In the event of a change in the relevant legal regulation governing the exchange of e-invoices in public procurement affecting the conditions of e-invoices exchange to the Public Procurement 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 Issuers of E-invoices.
- 12.2.** These General Terms and Conditions enter into force and apply from 1 January 2021.