

## FINANCIAL AGENCY GENERAL TERMS AND CONDITIONS OF USE OF FINA E-SERVICES

### 1. Introduction

These General Terms and Conditions govern the use of Fina e-services.

The term “use of e-services” as used herein means the issuance of FINA e-card/USB token, and the use of the following services:

1. e-REGOS,
2. WEB RGFI – Annual Financial Statements Registry,
3. WEB-BON,
4. Web Concession Registry,
5. e-Payment for banks and bank customers, for and on behalf of the banks which has contracted this service with FINA (hereinafter: FINA),
6. e-Blokade.

### 2. Subscribing to Fina e-Services

Any business entity or natural person may become a user of Fina e-services

- if they complete the Fina E-Services Application form (hereinafter: Application Form) that these General Terms and Conditions are attached to;
- if they accept the General Terms and Conditions,
- if they have concluded a separate contract for the issuance of certificates for each service user,
- if they download digital certificates on FINA e-card/USB token with the corresponding PIN, and
- if they meet the technical requirements for the use of FINA e-card/USB token.

Business entities will be able to access all e-services referred to in these General Conditions. Natural persons will be able to access the following services: e-Regos, WEB RGFI and WEB-BON.

### 3. Technical Requirements for the Use of Fina e-card/USB token

Before installing the software package, the User shall be required to meet the following technical requirements for the use of Fina e-card/USB token:

- Personal computer;
- At least 2 GB of RAM (4 GB or more is recommended);
- 500 MB of available hard-drive space (as a minimum);
- One available USB port;
- Operating System: Windows 7 or later;
- Internet Explorer (9 or later);
- e-card/USB token control software (for example ActivClient 6.x or later, e-card/USB token middleware)
- JAVA, the latest version is recommended
- Internet access;

Technical Requirements for the Use of individual services are described in their user instructions.

Any user who installs the application required to use FINA e-Services on a workstation that has other applications installed assumes the risk of potential conflicts between FINA e-Services and other applications.

### 4. Using FINA e-Services

#### 4.1. e-REGOS

The e-REGOS web service enables the user (business entity or natural person) to:

- Submit R-Sm Forms to the REGOS System in FINA over the web by 31 December 2015, but only if payment was made and the R-Sm Form for the period from 1 January 2005 to 31 December 2013 has not been submitted, or in case of corrections to the already submitted R-Sm Forms - the R-Sm Correction Form,
- Download files with Specification Errors in contribution calculation itemized per insured person over the web,

- Download information pertaining to unsuccessfully associated R-Sm forms and payment orders for compulsory pension insurance contributions based on individual capitalized savings in form of an overview of non-associated R-S/R-Sm Forms, contribution payments or refunds over the web,
- Verify membership of insured persons in the second pillar compulsory pension fund.

#### *Submitting R-Sm Forms to the REGOS System in FINA over the web*

The service involves submitting R-Sm Forms but only if payment was made and the R-Sm Form for the period from 1 January 2005 to 31 December 2013 has not been submitted, or in case of corrections to the R-Sm Forms that have already been submitted - the R-Sm Correction Form. The forms shall be signed using an advanced electronic signature in a format suitable for submission on magnetic media or electronic submission, and comply with the R-Sm Form Regulation in terms of form and content. The person designated by the authorized representative and listed in the Application Form as the service user shall be entitled to use the service.

It will also be possible to submit R-Sm Forms for one or more other business entities. A power of attorney granted by the business entity(s) for which the R-Sm Form is submitted shall be required for any such submission. The power of attorney shall be signed by the person authorized to represent the business entity and it shall bear the stamp thereof. The power of attorney shall be accompanied by a copy of the identity card of the person authorized to represent the grantor. For the purposes of verifying the truthfulness of information provided in the power of attorney, the employee of Fina may check the information about the business entity and the authorized representative provided in the power of attorney against the public records of its founding body. If any discrepancies in the information are found, the employee shall request additional documents for the agent as well as a new power of attorney to be submitted. The Power of Attorney Form is available for download on the website of Fina.

Upon validation and authentication of the electronic signature, FINA will make the same file available to the user, with a time stamp and an electronic signature added thereto.

#### *Downloading Files with Specification Errors in Contribution Calculation Itemized per Insured Person*

The e-REGOS service facilitates downloading e-signed files with a list of errors detected when processing received R-Sm Forms.

#### *Downloading Information relating to Unsuccessfully Associated R-Sm forms and Payment Orders for Compulsory Pension Insurance Contributions based on Individual Capitalized Savings*

The e-REGOS service facilitates downloading electronically signed Overviews of unassociated R-S/R-Sm forms, contribution payments or refunds in PDF format over the web.

#### *Verification of Membership of Insured Persons in the Second Pillar Compulsory Pension Fund*

Verification of second pillar compulsory pension fund membership is an e-Regos service that enables the employers to request a report on the status of compulsory pension fund membership for all their employees or contract workers.

## **4.2. WEB RGFI - Annual Financial Statements Registry**

The RGFI web service provides the user (business entity or natural person) with the following service options:

### **Submitting and signing annual financial statements and documents intended for publication**

Submitting and signing annual financial statements and documents intended for publication means submitting annual financial statements (GFI-POD Form) in Excel format over the web and submitting other nonstandard documents intended for publication in PDF format as well as signing the documents that the registered person is authorized to sign, within statutory deadlines. The authorized representative and/or another person indicated in the Application Form and authorized by the authorized representative to use the services shall be entitled to use the service.

### **Submitting and signing annual financial statements on behalf of other business entities**

It will also be possible to submit and sign annual financial statements and documents intended for publication as well as statistical reports for one or more business entities, within statutory deadlines. A power of attorney granted by the business entity(s) for which the annual financial statements and statistical reports are submitted shall be required for any such submission and signing. The power of attorney shall be signed by the person authorized to represent the business entity. The power of attorney shall be accompanied by a copy of the identity card of the person authorized to represent the grantor. For the purposes of verifying the truthfulness of information provided in the power of attorney, the employee of Fina may verify whether the information about the business entity and the authorized representative named in the power of attorney correspond to the information published on the public website of the court, crafts, professional or other registry that the entity is registered with. If any discrepancies in the information are found, the

employee shall request additional documents for the agent as well as a new power of attorney to be submitted. The Power of Attorney Form is available for download on the website of Fina.

#### **Submitting and signing auditor's reports and annexes to auditor's reports**

Submitting and signing auditor's reports and annexes to auditor's reports means signing annexes to the auditor's reports that have previously been uploaded by the authorized representative or another person authorized by the authorized representative to use the RGFI service, as well as uploading and signing auditor's reports. A Statement of Certified Auditor shall be required for any such submission and signing. The Statement shall be signed by a certified auditor and accompanied by a copy of the identity card thereof. For the purposes of verifying the truthfulness of information provided in the Statement, the employee of Fina may verify whether the information about the registered company correspond to the information published on the public website of the registry that the company is registered with. If any discrepancies in the information are found, the employee shall request a new statement to be submitted. The Statement Form is available for download on the website of Fina.

#### **Signing nonstandard documents accompanying annual financial statements intended for publication**

Signing nonstandard documents accompanying annual financial statements intended for publication means signing nonstandard documents previously uploaded by the authorized representative or another person authorized by the authorized representative to use the RGFI service. A Statement of Authorized Signatory shall be required for any such signing. The Statement shall be signed by the person with the right of signature, and accompanied by a copy of the identity card thereof. For the purposes of verifying the truthfulness of information provided in the statement, the employee of Fina may verify whether the information about the registered company correspond to the information published on the public website of the registry that the company is registered with. If any discrepancies in the information are found, the employee shall request a new statement to be submitted. The Statement Form is available for download on the website of Fina.

#### **Downloading annual financial statements (mandatory service)**

The Registry provides access to annual financial statements and excerpts for all legal and natural persons who are profit tax payers.

Downloading annual financial statements (GFI) means:

- Downloading information from the balance sheet, profit or loss account and additional documents in PDF format, in Croatian, English and German.

Downloading excerpts from the Registry means downloading basic address information about the tax payer, and its documents entered into the Registry, in PDF format and in Croatian.

#### **Submitting quarterly reports of entrepreneurs and financial reports of non-profit organizations**

The above means submitting quarterly reports of entrepreneurs (TI-POD form) as well as quarterly, semiannual, 9-month and annual financial reports of non-profit organizations (using the following forms: S-PR-RAS-NPF, PR-RAS-NPF, BIL-NPF and PR-RAS-NPF) in Excel format to FINA over the web, within mandatory deadlines. The authorized representative and/or another person indicated in the Application Form and authorized by the authorized representative to use the services shall be entitled to submit the reports.

Any person who meets the conditions specified in Item 2 may become a user of the document submission service.

Any person entitled to sign financial and statistical reports may become a user of the financial statement and statistical report submission service, i.e. any person who meets one of the following conditions, in addition to the conditions specified in Item 2:

- They are authorized to represent the business entity whose financial statements and statistical reports they submit, or
- They have been authorized to submit financial statements and statistical reports by the person authorized to represent the business entity

#### **4.3. WEB-BON**

Creditworthiness information on business entities include information on and indicators of asset value, total revenue, income dynamics, total expenses, capital and reserves, profit or loss, number of employees, stability and debt indicators, as well as liquidity, turnover coefficient and business performance indicators.

WEB-BON users (business entities or natural person) will be able to download creditworthiness information - BON-1 - pertaining to their own company and other entrepreneurs.

Obtaining a list of inquirers that have requested and obtained creditworthiness information about an entrepreneur in a given period of time

WEB-BON allows the users to download the following documents:

- Creditworthiness information in form of BON-1 in Croatian, English and German;
- A list of all inquirers that have requested creditworthiness information in form of BON-1 with business entity information.

Document download over the web using the RGFI and WEB-BON means the possibility to view information, as well as print out and store the relevant forms locally on user computers.

#### 4.4. Web Concession Registry

**Concession Registry** is a unique electronic registry of concession agreements and the central source of information on all concessions granted within the territory of the Republic of Croatia. The registry is public.

**Public information from the Concession Registry include:** name and company number of the concession provider, name of the concessionaire, concession start date, concession expiry date, concession name (type) and location.

**Web Concession Registry** is an internet service which can be accessed at <http://www.mfin.hr> using FINA e-card/USB token. Access to information is available on daily basis throughout the year, with the exception of registry maintenance days. The service facilitates access to information about the concessions granted in the territory of the Republic of Croatia depending on the authorization level of the user (business entity).

The information entered into the Concession Registry is available to the competent ministries and executive bodies of the county, i.e. the city or municipality, in charge of supervising the implementation of concessions (supervising bodies), to the subjects of entry, i.e. concession providers and concessionaires, and to all other business entities, legal and natural persons and citizens (other users). The aforementioned users shall be required to submit a written certificate issued by the Ministry of Finance as proof of their supervision rights. A concession provider may access information from individual concession contracts thereof concluded with any concessionaire and enter the information from the concession contracts into the Concession Registry, and a concessionaire may access information from all its concession contracts. Other users, as well as all other mentioned user categories, have access to all *public information* from all concession contracts recorded in the Concession Registry.

#### 4.5. e-Blockade

**The e-Blockade service enables the** authorized data user (distrainee - business entity, distrainor - business entity, or their agent - business entity; hereinafter: the user) to view information, i.e. to view images of enforcement titles as specified in the Rules on the Manner and the Procedure of Enforcement over Monetary Assets, and in accordance with the Act on Enforcement over Monetary Assets. An Fina e-card, or USB token, is required to use e-Blockade, providing access to the service and the possibility to view the information, i.e. enforcement titles, for all users listed in the Application Form.

The e-Blockade service provides information about formally correct enforcement titles pertaining to initiated execution proceedings.

**A distrainee** shall only be entitled to view information, i.e. enforcement titles, pertaining thereto, as follows:

1. Register of Enforcement Titles in the Order Received
  - 1.1. Unexecuted enforcement titles
2. Execution specifications pertaining to the enforcement title
3. Information on the position of the enforcement title on the list of titles in the Register and the amount of outstanding debt registered previous to the enforcement title
4. Image of the enforcement title from the Register

**A distrainor** shall only be entitled to view information, i.e. the enforcement titles, pertaining thereto, as follows:

1. Execution specifications pertaining to the enforcement title,
2. Information on the position of the enforcement title on the list of titles in the Register and the amount of outstanding debt registered previous to the enforcement title,
3. Image of the enforcement title from the Register.

Information or enforcement titles may only be viewed by the user that the information or the enforcement title pertains to, i.e. the persons authorized by the authorized representative and/or the agent thereof. If the funds transferred

pursuant to the enforcement title are credited to the account of the agent of the distrainor, the agent of the distrainor shall be entitled to view the information pertaining to that enforcement title.

If the person authorized to represent the business entity authorizes an agent to view the information, i.e. the enforcement title pertaining to the grantor of the power of attorney, the power of attorney shall be signed by the person authorized to represent the relevant business entity and certified by Notary Public. The power of attorney shall be submitted together with a copy of the identity card of the person authorized to represent the grantor. Exceptionally, if the authorized person – the agent, and the authorized representative – the grantor are the same person, the power of attorney need not be certified by Notary Public, but it shall be accompanied by an extract from the court registry for the business entity that the request to view information pertains to. The power of attorney shall remain in force until revoked and may only be used for the purposes specified therein and it shall not be used for any other purposes. For the purposes of verifying the truthfulness of information provided in the power of attorney, the employee of Fina may verify whether the information about the business entity and/or the authorized representative named in the power of attorney correspond to the information published on the public website of the court, crafts, professional or other registry that the entity is registered with. If any discrepancies in the information are found, the employee shall request additional documents for the agent as well as a new power of attorney to be submitted. The form of the power of attorney and the conditions to be met by the agent shall be established by FINA. The Power of Attorney Form is available for download on the website of Fina.

#### 4.6. e-Payment

In addition to the conditions specified in Items 2 and 3, any business entity may become a user of e-Payment:

- if they hold a transaction account with a bank which has contracted this service with FINA;
- if their transaction account is managed in the system of the bank in FINA, i.e. the transaction account of the bank customer has to be managed in the bank system in the bank, and customer can initiate payment order in FINA.

The e-Payment solution allows the users to:

- Initiate payment orders to be executed on the current day, or to initiate payment orders one day in advance (for bank customers whose transaction accounts are managed in the bank system in FINA);
- Initiate payment orders to be executed on the current day or to initiate payment orders up to 14 days in advance (for bank customers whose transaction accounts are managed in the bank system in the bank, with customer initiating payment order out in FINA);
- View prepared payment orders;
- Group individual orders into groups, as well as to add and remove individual orders from the groups;
- Revise payment orders (individual orders, group orders and individual orders within bulk orders);
- View order details;
- Sign generated individual orders, group orders and bulk orders;
- Send payment orders to the payment system;
- Receive feedback on the status of the orders (order, group orders, bulk orders);
- Print out confirmations of receipt of orders in the payment system (up to three months old);
- View payment orders according to different criteria;
- Create payment order templates;
- Instantly view the transaction account balance;
- View daily transaction details (for bank customers whose transaction accounts are managed in the system of the bank in FINA and customers of the bank which has contracted this service with FINA);
- View up to 20 last bank statement of changes and account balance;
- Access their user profile overview;
- Receive notifications relating to e-Payment.

If the transaction account of the user – bank customer whose transaction account is managed in the bank system in FINA – should be blocked, the e-payment system will reject the orders placed via electronic channels.

Any issuance of payment orders shall be subject to the rules of operation of the National Clearing System and the Daily Time Schedule for the Execution of Payment Orders in the Country.

Inter-bank payment orders (the transaction account of the recipient is managed in the bank which is not the same as the bank of the payee - different bank codes, i.e. leading deposit institution numbers) and intra-bank payments executed through the National Clearing System (the transaction account of the recipient is managed in the system of



the bank, and the transaction account of the payee is managed in the system of the bank in FINA) shall be executed by 2:45 PM on the same business day. The orders received after PM 2:45 shall be executed on the following business day.

Inter-bank payments which are not cleared through the National Clearing System (the transaction account of the recipient and the transaction account of the payee are managed in the bank system in FINA) shall be executed on the same business day if received by 6:45 PM.

The persons who have been listed as the persons authorized to sign the orders in the Application Form by the person authorized to represent the business entity shall have the right to sign the payment orders unless otherwise provided in the General Business Terms of the bank where the business entity has its transaction account.

The user may cancel a payment order issued in advance (stand-by order) no later than by 4:00 PM on the business day preceding the value date. Payment orders cannot be cancelled on the value date – the date of execution.

The user may also request a refund on a completed payment order.

To cancel the order both before and after the completion of the payment order, the user submits a written application for the cancellation of a transaction order, either by writing a free-form request or by using the Order Cancellation Request, by fax to 01/6127 985 or by e-mail to nadzorupp@fina.hr.

The written application for cancellation of a payment order, or the Order Cancellation Request, signed by an authorized representative, must contain at the minimum: the name and number of the applicant's transaction account, order completion date, transaction order amount, name and number of the recipient's account, date of submission to FINA, and phone number and full name of the contact person.

In case of a request to withdraw an order from a group of orders in the file – message pain.001 with the u Account Debit Method set as True, it is possible to withdraw only the entire group of orders.

The provider of the payment services carried out through the e-payments system is the bank in which the user has a transaction account, based on a contract with the bank.

## 5. Establishing a Contractual Relationship for the Use of FINA e-Services

A contractual relationship for a period of 24 months shall be established on the day of signature of the Certificate Application Form, Certification Services Subscriber Agreement, FINA e-Services Application Form and these General Terms and Conditions. To become a user of FINA e-services, the business entity or natural person shall be required to have entered into a Subscriber Agreement for Certification Services. Certification is a separate service subject to the Certificate Policy as well as the Terms and Conditions of Business Entity Certification Services – see Art. 5, par. 2, of the Agreement. The Financial Agency General Terms and Conditions of Use of Fina e-Services regulate the use of FINA e-card/USB token for the purpose of accessing FINA e-services, and do not amend any specific contractual provision of the Subscriber Agreement nor apply to the legal relationship between FINA and the business entity or natural person under the aforesaid Agreement.

The contractual relationship shall be considered to have been established on the day of signature of the above documents and acceptance, i.e. signature, of these General Terms and Conditions, regardless of whether the user took possession of the FINA e-card/USB token or not. The General Terms and Conditions shall also apply to the renewed contractual relationship as in Item 8 hereof.

## 6. User Obligations

The user shall be required to keep the FINA e-card/USB token with care and keep the PIN confidential. The PIN must not be shared with other persons.

The user shall be required to immediately request revocation or suspension of the certificate issued thereto by placing a call to the **toll free number 0800 0080** if the FINA e-card/USB token should be lost or stolen and in any other case as specified in the Subscriber Agreement.

FINA shall charge a replacement fee for the issuance of a new card/token according to its applicable Service Pricelist. The person authorized to represent the user shall be required to notify FINA of any changes in the status of the user. The user undertakes to enter information about the e-mail address of the user in the Certificate Application Form. FINA undertakes to notify the user of any new information pertaining to FINA e-card/USB token and FINA e-services in the manner described in Item 11 hereof.

## 7. Liability

FINA and the user agree that they shall compensate each other for any damage resulting from noncompliance with the provisions of the General Terms and Conditions.

The user shall be liable for all payments executed through e-Payment and FINA shall in no event be liable for the aforementioned payments.

The user shall be liable for any damage resulting from loss, unauthorized use, or misuse of FINA e-card/USB token or noncompliance with the General Terms and Conditions by the user.

FINA shall in no event be liable for any damage resulting from misuse of FINA e-card/USB token.

## 8. Renewal of the Contractual Relationship

After the expiry of the contractual relationship or the expiry of the term of validity of the certificate, if the user intends to continue using the e-services accessed using the FINA e-card/USB token, the user should renew the certificate. If the user renews the certificate or does not cancel the subscription to FINA e-services after the expiry of the 24-month term, the contractual relationship between the user and FINA relating to the use of e-services shall automatically be extended for further 24 months, and the renewed contractual relationship shall be subject to these General Terms and Conditions of Use of FINA e-Services, i.e. any modification and/or amendment thereof published on the website of FINA in accordance with Item 11 hereof.

In the event of any changes to previously issued certificates, regardless of whether the changes were made at the request of the user or introduced by Fina for legitimate reasons, and if these changes have affected the term of validity of the certificate (24 months), the contractual relationship shall be automatically extended for the number of months that have transpired from the initial issuance of the certificate and establishment of the contractual relationship to the implementation of the change. If the user should not wish to continue the contractual relationship beyond the expiry of 24 months after the establishment of the contractual relationship, the user should submit a request for certificate revocation, i.e. termination of the contractual relationship, no later than within the first month following the expiry of the contractual relationship. If the event of cancellation of the contractual relationship after the expiry of the first 24 months after the establishment of the contractual relationship, the user shall not be required to pay the exit fee specified in Item 9 hereof.

## 9. Cancelling FINA e-Services

In accordance with Item 5 hereof, certificate revocation at the request of the user shall not imply automatic termination of the use of FINA e-services, but it shall mean that the preconditions for using FINA e-services have ceased. The user should therefore submit a Request for Certificate Revocation together with a Request for Cancellation of FINA e-Services. The cancellation request form is available for download at [www.fina.hr/e-poslovanje](http://www.fina.hr/e-poslovanje).

If the certificate is revoked within the first 24 months, meaning that the preconditions for using FINA e-services have ceased, regardless of whether the revocation was requested by the user or whether FINA revoked the certificate in accordance with par. 3 and 4 of this Item hereof, the user undertakes to pay an exit fee and a certificate revocation fee to FINA. 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 agreement was concluded. E-service cancellation shall become effective on the working day immediately following the day of receipt of the written request.

FINA shall be entitled to suspend the certificate of any user of FINA e-services who fails to pay three monthly installments of the fee for the use of FINA e-services. If the user fails to settle the debt within 15 days as of certificate suspension, FINA shall be entitled to revoke the certificate and cancel the services, whereupon all fees arising from the contractual relationship shall be calculated and charged in accordance with the Financial Agency's Pricelist.

FINA shall discontinue FINA e-services, without prior notice, for the users who:

- fail to comply with the General terms and Conditions,
- fail to pay FINA e-services fee, and
- do not have a valid certificate by reason of termination or cancellation of the certificate issuance agreement.

## 10. Fee

The user undertakes to pay a fee for the use of FINA e-services in accordance with the Financial Agency's Pricelist within 15 days of the date of the invoice. The fee for the use of FINA e-service includes the issuance of digital

certificates for FINA e-services on FINA e-card/USB token.

For the use of Web RGFI and WEB-BON, the user undertakes to pay an additional fee depending on the quantity of downloaded documents. Submission of annual financial statements for statistical and other purposes and of quarterly reports of entrepreneurs and financial reports of nonprofit organizations shall be free of charge. Submission of annual financial statements for publication over the web shall be free of charge if performed within legal deadlines.

For the use of e-Blockade, the user undertakes to pay an additional fee for access to information, i.e. enforcement titles, in accordance with the Pricelist of the Financial Agency.

For the use of e-Payment, the user undertakes to pay a fee in accordance with the pricelist of the bank in which the relevant account of the user has been opened, and the Pricelist of the Financial Agency. FINA shall issue monthly invoices for services rendered to the user.

## 11. Application of General Terms and Conditions

These General Terms and Conditions constitute an integral part of the Application Form with the binding character of a contractual agreement, and shall be deemed to have been accepted by the user on the day of signature thereof.

The General Terms and Conditions will be published on the website of FINA.

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 by publishing the modifications and/or amendments on the website of FINA.

The user shall be deemed to have accepted the modifications and amendments to the General Terms and Conditions if the user does not notify FINA in writing, within fifteen days of their publishing, that the modifications and/or amendments to the General Terms have not been accepted and that FINA e-services have been cancelled by the user.

## 12. Dispute Resolution

Any disputes shall be submitted to the court having jurisdiction over the location of the registered office of the FINA business unit where the Application Form was approved.

By signing below, I accept the above General Terms and Conditions for the Use of FINA e-Services.

Business Entity Name

Service User Name and Surname

Name of the person authorized to represent

In \_\_\_\_\_, on \_\_\_\_\_

\_\_\_\_\_  
(Stamp and signature of the person authorized to  
represent the business entity/signature of the natural person)  
(signature identical to the signature on the identification document)