General Terms and Conditions of Informatički centar d.o.o. for the Use of ICPortal

1. General provisions

These General Terms of Use (hereinafter: General Terms) govern the rights and obligations between the company Informatički centar d.o.o. (hereinafter: Service Provider) and the user of the IcPortal web application (hereinafter: User). IcPortal is an online business application intended for natural and legal persons for conducting business operations via the Internet. By accessing, registering for, or using the IcPortal application, the User confirms having read, understood, and accepted these General Terms.

2. Service provider

The service provider is:

Informatički centar d.o.o., OIB: 55495252501, Trg profesora Martina Robotića 5, 32270 Županja.

3. Terms for contracting the use of the IcPortal application

A user acquires the right to use the IcPortal web application by registering a user account and accepting these General Terms of Use. Any natural or legal person meeting the requirements for using the application may become an IcPortal user. The contractual relationship between Informatički centar d.o.o. (hereinafter: the Service Provider) and the user is deemed established on the day the Service Provider approves the user account and grants access to the IcPortal application. To use specific functionalities of the Application, the user must meet additional prerequisites prescribed by the applicable laws of the Republic of Croatia and the system's technical requirements.

3.1.User registration

Before using the IcPortal, the user is required to:

- register a user account via the website or by another method specified by the Service Provider,
- provide accurate and complete information required to open a user account,
- accept the General Terms of Use and the Privacy Policy.

The user is responsible for the accuracy of the provided information and for keeping it up to date.

3.2.Fiscalization of cash accounts

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If the user wishes to use the cash receipt fiscalization functionality via IcPortal, they are required to:

- obtain a valid application certificate for fiscalization from the Financial Agency (FINA),
- provide the Service Provider with all necessary data, certificates, passwords and other technical information required to connect the IcPortal system with the Tax Administration's fiscalization system,
- ensure that all submitted data is accurate, valid, and up-to-date.

The service provider will perform the technical configuration of the system upon receipt of the complete documentation and all necessary data.

3.3.Exchange of cashless invoices

If the User wishes to use the cashless invoice exchange service, they are required to first enter into a contractual arrangement with an information intermediary (Zlatni E-račun and MeR) for the fiscalization of electronic invoices, in accordance with the applicable regulations of the Republic of Croatia. The User is obliged to provide the Service Provider with all data necessary to connect the IcPortal with the selected information intermediary. The Service Provider shall not be liable for the operation, availability, or any operational issues of the information intermediary.

3.4. Service activation

Once the User has met all prerequisites for using the contracted functionalities, the Service Provider will activate the user account and enable access to the relevant IcPortal modules. The Service Provider reserves the right to refuse or delay the activation of specific functionalities if the User has not submitted all necessary documentation, certificates, or other data required for their proper operation. The Service Provider is not liable for unsuccessful fiscalization caused by:

- unavailability of state information systems,
- incorrect or expired user certificates,
- incorrect data entered by the user,
- an interruption of the internet connection or other circumstances beyond the Service Provider's control.

4. Technical prerequisites, maintenance, and upgrades of the IcPortal application

To use the IcPortal application, the user is required to ensure the appropriate technical prerequisites, namely:

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- a device with internet access (personal computer, laptop, tablet, or other compatible device);
- a stable internet connection;
- one of the supported web browsers, with the use of the latest version recommended for optimal performance;
- JavaScript and cookies enabled in the web browser, if required for the proper functioning of certain parts of the application;
- an operating system that supports the use of modern web browsers.

Informatički centar d.o.o. reserves the right to perform routine and non-routine maintenance, technical modifications, upgrades, and improvements to the IcPortal application, with the aim of enhancing its functionality, security, stability, and performance.

The provider specifically has the right to:

- carry out regular and extraordinary maintenance of the application,
- install security patches and other technical updates,
- upgrade, change or improve existing functionalities of the application,
- introduce new functionalities and technical solutions,
- change the minimum technical requirements required to use the application,
- take necessary technical measures to protect the system, data, and user security.

Changes to the minimum technical requirements may be necessary due to technological developments, changes in security standards, requirements of operating systems, web browsers, or infrastructure, or other circumstances affecting the secure and proper functioning of the application. Scheduled service interruptions will, whenever reasonably possible, be announced to users in advance via the application, email, or other appropriate means. In the event of urgent security interventions, technical failures, or other circumstances requiring immediate action, the Provider may carry out interventions without prior notice. The Provider will endeavor to perform maintenance and upgrades in a manner that minimizes, to the greatest extent possible, the impact on the availability and use of the application.

The User is responsible for maintaining their IT equipment, operating system, and web browser in proper, up-to-date condition to ensure the uninterrupted use of the application.

5. Use of the IcPortal information system

IcPortal enables the use of various business modules, including, but not limited to:

- creation of cash and non-cash accounts,
- fiscalization of invoices in accordance with the regulations of the Republic of Croatia,
- preparation of offers,

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- production of dispatch notes,
- management of service orders for vehicles,
- management of service orders for devices,
- payroll processing,
- financial accounting,
- business accounting,
- business records,

other modules and functionalities that the Service Provider subsequently develops and makes available to users. The Service Provider reserves the right to add, modify, or remove specific application functionalities in order to improve the application or ensure compliance with legal regulations. IcPortal is available via the Internet to users who hold a valid user account. The user is responsible for the accuracy of all data entered into the application and for the legality of documents created via IcPortal. The user is required to safeguard their access credentials and must not disclose them to third parties. The Service Provider is not liable for damages resulting from unauthorized use of the user account if such use occurred due to the user's negligence. The IcPortal web application, owned by the company Informatički centar, enables users to utilize business services, including but not limited to: the creation of cash and non-cash invoices; fiscalization of invoices in accordance with applicable regulations of the Republic of Croatia; creation of price quotes, delivery notes, and service orders for vehicles and equipment; payroll processing; financial accounting; accounting for tradespeople/sole proprietorships; and other functionalities to be introduced gradually. Use of the IcPortal web application is made available to users under the conditions set forth in these General Terms of Use. By accessing and using the application, the user confirms familiarity with these General Terms and accepts them in their entirety.

6. User obligations

The User is required to use the IcPortal application in accordance with these General Terms and Conditions, the applicable regulations of the Republic of Croatia, and professional standards. The User undertakes to:

- use IcPortal exclusively for legitimate business purposes,
- provide accurate, complete and up-to-date information when registering and using the Application,
- keep your username, password and other access data safe and do not make them available to unauthorized persons,
- inform Informaticki centar d.o.o. without delay. about any suspicion of unauthorized use of the user account or security incident,

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- ensure that all data entered in the Application are correct and complete before issuing invoices, offers, delivery notes, payroll, accounting documents and other business documents,
- ensure the validity of certificates and other credentials required for fiscalization of invoices and their timely renewal,
- timely report any changes to data that may affect the use of the Application or the fulfillment of legal obligations,
- use the Application in a manner that will not jeopardize its security, stability or availability to other users,
- regularly monitor the notices and instructions published by Informatički centar d.o.o. regarding the use of the Application.

The User is responsible for the legality of all business data entered into IcPortal, as well as for documents created or issued via the Application. The User is not permitted to:

- use the Application contrary to applicable regulations,
- provide access to the Application to unauthorized persons or share access data with third parties,
- attempt to gain unauthorized access to other users' data or breach system security,
- modify, copy, decompile or otherwise attempt to modify the program code of the Application,
- use the application in a way that can cause a workflow distuption, outage, damage or overload of the information system.

The User is fully responsible for the accuracy of the data entered into IcPortal, for the correctness of the business documentation issued, and for fulfilling all legal obligations arising from their business operations. The User is fully responsible for the accuracy, completeness, and lawfulness of all data, documents, and other content entered, stored, or processed through the IcPortal application. The User is specifically responsible for the correctness of business data, the accuracy of business documentation issued, and for fulfilling all legal, tax, accounting, and other obligations arising from their business operations. Data entered by the User into the application remain the property of the User, or of the third parties to whom such data relate, depending on their legal nature. By using the application, the User grants the Provider the right to technically process, store, and transmit such data to the extent necessary for providing, maintaining, securing, and improving the functionality of the IcPortal application. If the User enters or processes personal data of their customers, employees, business partners, or other natural persons through the application, they are responsible for ensuring that there is an appropriate legal basis for such processing and that the personal data are processed in accordance with applicable personal data protection regulations. The Provider processes data

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entered by the User into IcPortal solely to the extent and for the purposes necessary for providing the contracted services, the functioning, maintenance, and security of the application, and fulfilling its own legal obligations, in accordance with applicable regulations and appropriate data protection rules. The User is responsible for obtaining all necessary approvals, consents, or other legal bases for entering and processing data through the application, when required under applicable regulations. Upon termination of use of the application or termination of the contractual

7. Responsilibity

Informatički centar d.o.o. and the User agree that each party will be liable for damage caused to the other party due to non-compliance with these General Terms or the applicable regulations of the Republic of Croatia. The User is solely responsible for the accuracy, completeness, and lawfulness of all data entered into the IcPortal application, as well as for the content of all business documents created or issued through the Application, including invoices, quotes, delivery notes, service orders, payroll calculations, accounting records, and other business documents. The User bears full responsibility for the business and financial consequences that may arise from incorrect data entry, improper use of the Application, or non-compliance with legal regulations governing their business operations. The User is responsible for safeguarding their username, password, fiscalization certificates, and other access credentials, and bears all damage that may arise from their loss, unauthorized use, or transfer to third parties. Informatički centar d.o.o. is not liable for damage arising from:

nepravilnog ili neovlaštenog korištenja aplikacije IcPortal,

- improper or unauthorized use of the IcPortal application,
- inaccurate or incomplete data entered by the User,
- incorrect or invalid fiscalization certificates,
- interruptions in the internet network, the Tax Administration system, information intermediaries, or other external information systems,
- force majeure or other circumstances beyond the control of Informatički centar d.o.o.

Informatički centar d.o.o. is not responsible for business decisions made by the User based on data, reports, or calculations obtained through use of the IcPortal application. The liability of Informatički centar d.o.o. is limited to providing correct operation of the application in accordance with its intended purpose and functionalities, and cannot be interpreted as an assumption of responsibility for the lawfulness or correctness of the User's business operations.

8. Renewal of the contractual relationship

The contractual relationship for use of the IcPortal application is entered into for a period specified in the contract, offer, or the applicable price list of Informatički centar d.o.o. Upon

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expiry of the contracted period, the contractual relationship may be renewed with the agreement of the contracting parties and provided that the User duly settles all outstanding financial obligations to Informatički centar d.o.o. If the User continues to use the IcPortal application after expiry of the contracted period, and Informatički centar d.o.o. allows continued use of the service, the contractual relationship is deemed renewed under the terms applicable on the renewal date, unless otherwise agreed by the parties. Informatički centar d.o.o. reserves the right to change prices, functionalities, and terms of use upon renewal of the contractual relationship, of which the User will be notified before the start of the new billing period. If the User does not renew the contractual relationship or does not settle outstanding obligations, Informatički centar d.o.o. may restrict or disable access to the IcPortal application until a new contractual relationship is established or all outstanding obligations are settled.

9. Cancellation of use of the IcPortal application

The User may cancel use of the IcPortal application at any time by written notice submitted to Informatički centar d.o.o. by email or another method specified by Informatički centar d.o.o. Cancellation takes effect upon expiry of the billing period for which the User has been charged and has paid the fee for using the Application, unless otherwise specified in the contract. The User must, prior to ceasing use of the application, download all data and documentation they wish to retain. After termination of the contractual relationship, Informatički centar d.o.o. is not obligated to permanently retain the User's data, except to the extent and for the period prescribed by applicable legal regulations or internal backup retention policies. Informatički centar d.o.o. may cancel or temporarily suspend the User's right to use the IcPortal application if the User:

- fails to settle outstanding financial obligations,
- uses the Application contrary to these General Terms or applicable regulations,
- endangers the security, stability, or operation of the Application through their conduct,
- provides inaccurate or false data that affects use of the service.

Before permanent cancellation by Informatički centar d.o.o., the User will, where possible and justified, be given a reasonable period to remedy the reasons that led to the cancellation. Upon termination of the contractual relationship, the User's right to access and use the IcPortal application and all services covered by the contract ceases.

10. Usage fee for the IcPortal application

The User agrees to pay the fee for using the IcPortal application in accordance with the applicable price list, an accepted offer, or a contract concluded with Informatički centar d.o.o. The fee for using the Application begins to accrue on the date these Terms of Use are accepted via the IcPortal application. Informatički centar d.o.o. issues an invoice for the use of the Application, and the User agrees to settle the invoice by the due date specified therein. If the

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User utilizes additional modules, services, or functionalities not included in the basic package, their use is charged according to the applicable price list of Informatički centar d.o.o. Costs associated with the issuance and renewal of application certificates for fiscalization, as well as fees payable by the User to the Financial Agency (FINA), electronic invoice exchange intermediaries, banks, or other third parties, shall be settled directly by the User with those service providers, unless otherwise agreed. In the event of late payment, Informatički centar d.o.o. reserves the right to charge statutory default interest and, following prior notice to the User, to temporarily restrict or suspend access to the IcPortal application until all outstanding obligations are settled. Informatički centar d.o.o. reserves the right to modify the price list. Users will be notified of any price changes at least 30 days prior to the application of the new price list, unless a different timeframe is stipulated by contract or applicable regulations.

11.Software support

The subscription includes basic software support.

Software support includes:

- assistance with using the system,
- error reporting,
- bug fixes,
- security updates,
- regular system updates.

Support does NOT include:

- accounting advice,
- tax advice,
- user training beyond standard documentation,
- custom adaptations.

Support is available:

Monday - Friday

08:00 – 16:00

except public holidays and non-working days.

Requests received outside working hours are processed the next business day.

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12. Protection of Personal Data and Data Processing

The User is responsible for the lawfulness, accuracy, completeness, and currency of the personal and other data they enter or process through IcPortal, and for the existence of an appropriate legal basis for their processing. With regard to personal data that the User processes through IcPortal, the User generally acts as data controller, and Informatički centar d.o.o. as data processor, to the extent that it processes personal data on behalf of and for the account of the User for the purpose of providing, maintaining, securing, and improving the application. The Provider processes personal data to the extent necessary for providing the contracted services, acting on the documented instructions of the User, and fulfilling its own legal obligations. The Provider applies appropriate technical and organizational measures to protect personal data and ensures the confidentiality of persons who have access to personal data. The Provider may engage sub-processors for hosting, data storage, infrastructure maintenance, security, and other technical services necessary for the operation of IcPortal, while ensuring appropriate personal data protection obligations. In the event of a personal data breach relating to data that the Provider processes on behalf of the User, the Provider will, without undue delay after becoming aware of the breach, notify the User and provide reasonable assistance regarding the User's obligations under personal data protection regulations. Upon termination of use of IcPortal, personal data will be handled in accordance with the contracted terms, the technical capabilities of the application, and applicable regulations. This chapter constitutes the contractual relationship between the User as data controller and the Provider as data processor within the meaning of Article 28 of Regulation (EU) 2016/679 (GDPR), to the extent that the Provider processes personal data on behalf of and for the account of the User. By accepting these General Terms, the User also accepts the provisions of this chapter. More detailed information about the processing of personal data that the Provider carries out for its own purposes is set out in the Provider's Privacy Policy.

13. Application of the General Terms

These General Terms apply to all users of the IcPortal application from the date of acceptance during user account registration or from the date of commencement of use of the Application. By using the IcPortal application, the User confirms that they are familiar with these General Terms, have read and understood them, and fully accept them. For all matters not regulated by these General Terms, the provisions of the contract concluded between the User and Informatički centar d.o.o., as well as applicable regulations of the Republic of Croatia, shall apply. Informatički centar d.o.o. reserves the right to amend and supplement these General Terms in order to align with legal regulations, technical changes, development of the IcPortal application, or improvement of service quality. All amendments to the General Terms will be published on the official website of Informatički centar d.o.o. and/or within the IcPortal application, and take effect on the date specified in the publication. If the User continues to use the IcPortal application after the amended General Terms take effect, they are deemed to be

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familiar with them and to accept them. These General Terms take effect on the date of their publication and apply until new General Terms are adopted.

14. Dispute Resolution

The law of the Republic of Croatia applies to these General Terms and to all contractual relationships between Informatički centar d.o.o. and the User. The contracting parties undertake to try to resolve any misunderstandings and disputes amicably and by agreement. If a dispute cannot be resolved amicably, the court in the Republic of Croatia has substantive jurisdiction, and the Municipal Court in Vukovar – Permanent Service in Županja has territorial jurisdiction. These General Terms are issued by Informatički centar d.o.o. and take effect on the date of their publication, unless otherwise specified.

15. Acceptance of the General Terms of Use of the IcPortal Application

By checking this option, I confirm that I am familiar with the General Terms of Use of the IcPortal application and that I fully accept them. I also confirm that the information provided is accurate and that I am authorized to accept these General Terms on behalf of the business entity.

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