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TERMS AND
CONDITIONS OF
USE OF THE
ePOŠTA SERVICE

Zagreb, January 2020

TERMS AND CONDITIONS OF USE OF THE ePOŠTA SERVICE

The following Terms and Conditions of Use / Pre-Contract Notice have been made in accordance with the Consumer Protection Act, General Data Protection Regulation, General Data Protection Regulation Implementing Act, Electronic Commerce Act, Civil Obligations Act and other existing legislation of the Republic of Croatia.

The Terms and Conditions of Use / Pre-Contract Notice apply to natural persons who are ePošta service users, together with the General Terms and Conditions of Use of the ePošta Service (hereinafter referred to as the 'General Terms and Conditions of the ePošta Service'), Price Lists referred to in the general terms and conditions (hereinafter referred to as the 'Price List'), General Terms and Conditions for the Provision of a Universal Postal Service, and General Terms and Conditions of Croatian Postal Bank Plc for One-Off Payments and the Decision on Retail Banking Fees.

By using the www.eposta.hr website visitors and users confirm that they are familiar with and consent to the Terms and Conditions of Use / Pre-Contract Notice.

HP-Hrvatska pošta d.d. (hereinafter referred to as the 'Service Provider') waives any liability for disputes that may arise from the website visitor's or the service user's failure to read the Terms and Conditions of Use / Pre-Contract Notice, the General Terms and Conditions of the ePošta Service and the Price List or other general terms and conditions referred to in the General Conditions of the ePošta Service, i.e. in case the visitor or the user fails to meet the obligation of downloading the previously mentioned documents from the Service Provider's web pages in agreement with the express statement given in the contract with the Service Provider or the completed Request for the Use of the ePošta Service.

1. BASIC INFORMATION

- 1.1. HP-Hrvatska pošta d.d. headquartered in Zagreb, Jurišićeva 13, registered with the Commercial Court in Zagreb and assigned the company registration number 080266264, Croatian tax number (PIN): 87311810356, issues these Terms and Conditions of Use / Pre-Contract Notice to outline the process for signing contracts, making deliveries, payments and the complaint procedure relating to the services offered on the website of the Service Provider www.eposta.hr (hereinafter referred to as the 'ePošta website') when the contracting process is taking place outside of the business premises of the Service Provider or using remote communication.
- 1.2. The user is any natural person who, according to special laws and regulations, is considered a consumer and requests the provision of ePošta service by remote communication at home via a mail carrier or using electronic communication to register his or her personal data and/or submits a Request for Use of the ePošta Service through the website which is then in the same way accepted by the Service Provider. The user is also any natural person who submits a request for service offered by the Service Provider and for that purpose enters into a contract with the latter outside of the Service Provider's business premises (including contract signing via a mail carrier).

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- 1.3. The visitor is any person using means of electronic communication to access the ePošta website and, without registering, views the ePošta service offer.
 - 1.4. The users and the visitors are referred to collectively as 'the user'.
 - 1.5. Distance contracting is entering into a contract for the supply of services within an organised service supply system, without the simultaneous physical presence of the Service Provider and the consumer, where up until the moment the contract is signed only one or more means of remote communication were used, including the ePošta website.
 - 1.6. Off-premises sale is the supply of services by the Service Provider taking place in the simultaneous physical presence of the Service Provider and the user in a place outside of the Service Provider's business premises or at the business premises of a trader or by means of remote communication, immediately after the Service Provider has approached the user in person and individually in a place which is not the business premises of the Service Provider, but they were both simultaneously physically present.
 - 1.7. The Service Provider reserves the right to amend these Terms and Conditions at any time in accordance with the legislation and with prior announcement and a public post published on the ePošta website.
 - 1.8. The ePošta service includes the following services:
 - receiving documents, electronic letters, messages and promotional messages
 - sending messages and registered messages
 - paying HUB orders via IPG of the Service Provider
 - sending individual electronic letters
 - printing and enveloping electronic letters, up to four A4 sheets, and delivery in the form of a standard and/or registered letter to any address in accordance with the General Terms and Conditions for the Provision of a Universal Postal Service.
 - storing documents in your eBox
 - access to stored files for users not paying for storage.
 - 1.9. General Terms and Conditions of the ePošta Service, Price List, General Terms and Conditions for the Provision of a Universal Postal Service, Price List for Postal Services in Domestic Traffic, Price List for Postal Services in International Traffic, General Terms and Conditions of the Croatian Postal Bank Plc for One-Off Payments and the existing Decision on Retail Banking Fees are available in all post offices and on the Service Provider's website www.eposta.hr.

2. NOTICE OF SUPPLY OF THE EPOŠTA SERVICE

2.1. The Service Provider undertakes to regularly update the ePošta website and to give the visitors and the users unequivocal and easy-to-understand information about the ePošta service.

2.2. At the time of entering into a contract and using the service, by consenting to the Terms and Conditions of Use / Pre-Contract Notice and subject to the application of the General Terms and Conditions of the ePošta Service, Price List and other general terms and conditions referred to in the General Terms and Conditions of the ePošta Service and for the provision of ePošta service, the visitor has been informed of the following in due manner prior to distance contracting or off-premises sale:

- business or trading name, company registration number, personal identification number, registered office, phone number and email address of the Service Provider;
- service that is being offered and its name;
- main features of the service;
- price of service, including all tax and other levies and the way the price of service is calculated;
- costs of use of means of distance communication for the purpose of entering into a contract;
- payment terms and conditions and methods, conditions and schedule applicable to the service provision;
- the Service Provider's consumer complaint resolution procedure;
- conditions, due dates and procedure for exercising unilateral termination rights;
- consumer termination rights for contracts concluded by means of distance communication;
- situations in which consumer termination rights are excluded;
- product and service liability;
- offer or price offer validity terms;
- contract duration and terms of cancellation and termination;
- out-of-court dispute resolution mechanisms, i.e. compensation system and ways the user can claim damages.

2.3. The conditions and procedure for signing a contract for the supply of service are outlined in the General Terms and Conditions of the ePošta Service published on the ePošta website.

- 2.4. The user has to be an adult person having active legal capacity. On behalf and for the account of a minor or a person without active legal capacity a contract may be concluded by their legal guardians and persons having partial legal incapacity may enter into a contract only with the approval of their legal representative. The Service Provider will not be liable in any way whatsoever for any action that constitutes a breach of this provision.
- 2.5. The visitors and users are aware and accept that the Service Provider has no obligation to accept the visitor's and the service user's request if it is in any way contrary to the Terms and Conditions of Use / Pre-Contract Notice and the General Terms and Conditions of the ePošta Service or any other sale and purchase conditions published on the ePošta website.

3. BUYER DATA

- 3.1. The ePošta website user has to register in order to have access to the ePošta service and for that purpose enter all required personal data in the registration form (Request for Use of the ePošta Service for Natural Persons). By completing the form, the user confirms that all entered personal data are accurate and complete and confirms full awareness and consent to the Terms and Conditions of Use / Pre-Contract Notice and the General Terms and Conditions of the ePošta Service, Price List and other general terms and conditions referred to in the General Terms and Conditions of the ePošta Service.
- 3.2. The Service Provider undertakes to protect the privacy of personal data of all users, visitors and ePošta website users and to treat them in compliance with the General Data Protection Regulation, General Data Protection Regulation Implementing Act, i.e. other applicable legislation.
- 3.3. The Service Provider undertakes to ensure regular maintenance of the ePošta website and give the website users and visitors and service users unequivocal, clear and easy-to-understand information about the services offered through the ePošta service.

4. PRICE

- 4.1. The prices of ePošta services are specified in the Price Lists referred to in the general terms and conditions.
- 4.2. The price calculation method used is described in the General Terms and Conditions of the ePošta Service and the Price List published on the ePošta website.
- 4.3. All prices published on the ePošta website are expressed in the Croatia's national currency Croatian kuna (HRK) and inclusive of VAT.
- 4.4. The Service Provider is authorised to change prices and promotional offers at any time in compliance with the applicable legislation.
- 4.5. The prices, payment terms and conditions and promotional offers are valid only at the time of purchase order/request receipt.

5. PAYMENT METHODS

- 5.1. The user will pay for the ePošta service on receiving the invoice for the services provided.
- 5.2. The payment for services can be made via Internet payment gateway – payment cards through the ePošta service;
- 5.3. The payment for the service is based on the invoice issued for the relevant invoicing period. Except through the ePošta service, payments can be made in any post office in the Republic of Croatia in which case a payment processing fee will be charged.
- 5.4. The service is available 0 – 24 h every day of the year, as indicated in the General Terms and Conditions of the ePošta Service.

6. ADDITIONAL SERVICES AND CONDITIONS

- 6.1. The user who submits a Request for Use of the ePošta Service for Natural Persons will gain a personal and non-transferable right of use of the ePošta service in the contract period, subject to the conditions and benefits determined in the General Terms and Conditions of the ePošta Service and the Terms and Conditions of Use / Pre-Contract Notice.
- 6.2. The user agrees that the Service Provider has the right to remotely access the user account of the user without requesting the user's express consent in order to improve the service quality, for the purposes of regular maintenance and software upgrade.

7. LIABILITY OF THE SERVICE PROVIDER

- 7.1. The Service Provider will not be liable for the costs of Internet traffic or any other costs possibly incurred on the occasion of placing an order, submitting a request or viewing/searching the ePošta website and will not be liable for any damage that may result as a consequence of interruption of the Internet connection while the ePošta service is being used.
- 7.2. The Service Provider will not be liable in any way whatsoever for the banking relationship between the user and the bank – card issuer, and does not guarantee or bear any responsibility for the successfulness of the payment process when it depends on the provision of services the Service Provider does not have under its direct control.
- 7.3. The Service Provider's product liability is subject to the appropriate application of the provisions of the Civil Obligations Act applicable to the seller and the provisions regulating the Service Provider's liability from the General Terms and Conditions of the ePošta Service. The user who has notified the Service Provider in a timely and due manner of a defect may choose any of the following: (1) request the Service Provider to remedy the defect, i.e. to perform the contract service without any defects, (2) request price reduction, 3) issue a contract termination notice. In each of the above cases the user is entitled to damages according to the general rules governing liability for damage, including compensation for damage caused to the user's property by the defective goods. If the defect is minor, the user will not have the right to

terminate the contract, but has other rights due to the Service Provider's product liability, including the right to have the defect remedied. The costs of repair and supplying a non-defective product are borne by the Service Provider.

- 7.4. The Service Provider will not be liable for the poor quality of the ePošta service caused by the use of unsuitable or defective equipment and/or improper connecting or installation and/or the user's actions that are contrary to the Service User's instructions. The Service User's customer service is at the disposal of users during opening hours as indicated on the ePošta service website for providing any necessary notifications for the purpose of service use. The user can contact the customer service at 072 500 501 and other numbers indicated for that purpose on the official email podrska@eposta.hr or by mailing the request to the Service Provider's address.
- 7.5. Notwithstanding the preceding provisions, the liability of the Service Provider for damage caused to the user in the performance of postal services within the scope of electronic letter printing and enveloping is subject to the Postal Services Act and General Terms and Conditions for the Provision of a Universal Postal Service.

8. CONTRACT DURATION

- 8.1. The ePošta Service Contract shall be in effect until it is terminated or cancelled by either of the contracting parties in accordance with the terms established in the General Terms and Conditions of the ePošta Service.
- 8.2. The ePošta Service Contract is concluded for an indefinite time period.

9. TERMINATION RIGHTS

- 9.1. In case of distance contracting or off-premises sale the user has the right to terminate the contract, without stating the reason, within fourteen days from its effective date. The stated period starts from the effective date of the contract, i.e. from the date the user receives the Notification of Acceptance of the request.
- 9.2. The contract is terminated using the unilateral termination notice the contents of which is prescribed by the minister in charge of consumer protection or by means of any other unambiguous statement in which the user unambiguously expresses his or her intention to do so, which has to be delivered by registered mail to the Service Provider's registered address. The user is obliged to send the contract termination notice prior to the expiration of the notice period as indicated in the previous paragraph of this Terms and Conditions of Use/Pre-Contract Notice.
- 9.3. The written notice has to include user and user account data (name and surname, PIN, address, email address, user name and number of the notification of acceptance of the request for use). The contract shall be terminated upon the Service Provider's receipt of the termination notice.
- 9.4. If the Service Provider on its website states that the user has the unilateral termination right, the user may use that right by completing the unilateral

termination notice or email an unambiguous statement of termination to the Service Provider. In that case the Service Provider shall, without undue delay, deliver a confirmation of receipt of the termination notice on a durable medium.

- 9.5. If a contract is terminated under the provisions of this Article, the contracting parties will not be obliged to meet their contract obligations in case of distance contracting or off-premises sale and each of the contracting parties has to return to the other contracting party anything received based on the contract. If a contracting party is using its unilateral termination right, the user shall bear all costs of using the services up until the date of termination. If the user terminates the service contract unilaterally after requesting explicitly that the provision of the ePošta service starts prior to the expiration of the unilateral termination notice period, the user shall pay the Service Provider part of the contract price in proportion to the Service Provider's performance of services prior to the receipt of the user's notification of the decision to unilaterally terminate the contract and the amount payable by the user will be calculated proportional to the total contract price.

10. COMMENTS AND COMPLAINTS

- 10.1. In keeping with the Consumer Protection Act the Service Provider enables the users to email their complaints to podrška@eposta.hr, to mail them to HP-Hrvatska pošta d.d., Customer Service, Poštanska 9, 10410 Velika Gorica or to submit them in writing in any post office. The complaint has to include a statement of facts and evidence on which the complaint is based.
- 10.2. The user may submit a complaint on the ePošta service within fifteen days from becoming aware of the Service Provider's action or failure to act and no later than thirty days from the breach of contract.
- 10.3. The Service Provider will respond to any comment or complaint not later than within fifteen days from the received date.
- 10.4. The user may submit a complaint if he or she believes that the service Provider is not adhering to the provisions of the General Terms and Conditions of the ePošta Service, i.e. that the service has not been provided in the manner and/or according to the time schedule established in the contract. For the purpose of complaint processing the user has the obligation to submit documentation relating to the breach of service provision.
- 10.5. The user shall pay the invoices for the ePošta service when due or, within fifteen days from the invoice due date, submit a complaint about incorrect invoicing. Until the complaint is processed the user has the obligation to pay only the indisputable amount, but not less than the average amount paid against invoices for the preceding three months.
- 10.6. Complaints in connection with the issued documents and contents of the HUB order the user will resolve directly with the legal person (the issuer).
- 10.7. If the user's complaint relates to the provision of postal services, the user shall submit the complaint in accordance with the provisions of the Postal Services Act and General Terms and Provisions for the Provision of a Universal Postal Service. In that case the user has the right to submit the complaint within three

months in domestic traffic and six months in international traffic, starting from the receipt of the electronic letter on the server. The Service Provider will respond to all complaints within a maximum of thirty days from the complaint received date in domestic traffic, i.e. within a maximum of sixty days from the complaint received date in international traffic.

The complaint handling procedure is implemented in accordance with the Postal Services Act and General Terms and Provisions for the Provision of a Universal Postal Service.

- 10.8. In case of a dispute the user may lodge a complaint with the Court of Honour of the Croatian Chamber of Economy or file a request for mediation with a conciliation centre. The procedure before the courts of honour is subject to the Rules of the Court of Honour at the Croatian Chamber of Economy with all members of the court councils, except independent legal experts and merchant representatives, also acting as consumer representatives. Mediation in conciliation centres takes place under the provisions of the Mediation Act and Mediation Rules of the Conciliation Centre.

11. CONFIRMATION OF CONTRACT SIGNING

- 11.1. In case of a distance contracting of the ePošta service, the Terms and Conditions of Use / Pre-Contract Notice shall constitute integral parts of the contract and the Service Provider will deliver to the user a confirmation of receipt of the Request for Use of the ePošta Service on a durable medium.
- 11.2. In case of an off-premises sale of the ePošta service, the Terms and Conditions of Use / Pre-Contract Notice shall constitute integral parts of the contract and with the delivery of a confirmation of receipt of the Request for Use of the ePošta Service to the user all obligations under the applicable Consumer Protection Act will be met. The confirmation of receipt of the Request for Use of the ePošta Service will be delivered to the buyer in hard copy or, with the buyer's consent, on another durable medium to the email address indicated as the contact when completing the purchase order/submitting the request.
- 11.3. In case of a distance contracting of the ePošta service the Service Provider will deliver to the user, who is a consumer under the Consumer Protection Act, a confirmation of contract signing in written form (Confirmation of Receipt of the Request for Use of the ePošta Service) or, with the consumer's consent, on another durable medium to the email address indicated as the contact when completing the purchase order/submitting the request.
- 11.4. In case of an off-premises sale of the ePošta service, the Service Provider will deliver to the user, who is a consumer under the Consumer Protection Act, a confirmation of contract signing in written form (Confirmation of Receipt of the Request for Use of the ePošta Service) or, with the consumer's consent, on another durable medium to the email address indicated as the contact when completing the purchase order/submitting the request.

12. CLOSING PROVISIONS

12.1. The Terms and Conditions of Use / Pre-Contract Notice shall become effective as of 10 January, 2020.

12.2. In case of any modification to the Terms and Conditions of Use / Pre-Contract Notice, the Service Provider will notify the user by sending a notification to the email specified in the request minimum eight (8) days before they go into effect.

The user may terminate the contract up until the date on which the modifications are put into effect in accordance with the General Terms and Conditions of Use of the ePošta Service and if the user does not terminate the contract it will be deemed that the user has consented to the modifications which will become integral parts of the contract.

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HP-Hrvatska pošta d.d.

Board member

Board member

Mate Mišetić

Hrvoje Parlov