

**GENERAL TERMS AND CONDITIONS  
FOR USE OF THE ePOŠTA SERVICE**

**Zagreb, January 2023**

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## 1. SUBJECT MATTER OF THE GENERAL TERMS AND CONDITIONS

### Article 1

- (1) These General Terms and Conditions for Use of the ePošta Service (hereinafter: 'General Terms and Conditions') provide for the regulation of legal relations between HP - Hrvatska pošta d.d., having its registered office address in Zagreb, Jurišićeva ulica 13, PIN 87311810356, registered with the Commercial Court in Zagreb and assigned the company registration number 080266264 (hereinafter: 'Service Provider'), as the ePošta service provider, and its Users.

## 2. DEFINITIONS

### Article 2

- (1) The terms used in these General Terms and Conditions will mean as follows:
  1. **Price List:** means any applicable price list showing the prices for the ePošta services, including: Price List for Other Services, Price List for Postal Services in Domestic Traffic, Price List for Postal Services in International Traffic, Excerpt from the Croatian Postal Bank's Decision on Retail Banking Fees and Excerpt from the ePošta Price List showing an itemized list of ePošta service prices as originally provided in the price lists listed herein.
  2. **Service Provider:** HP-Hrvatska pošta d.d. Zagreb, Jurišićeva 13, PIN 87311810356 as an information intermediary between Users.
  3. **Additional Request:** means a standardized form of the Service Provider the current ePošta service user uses to submit the request for the use of qualified electronic registered delivery service, in the physical form or an online registration form.
  4. **Document:** means any structured data issued electronically by the Issuer as a sender, which has to include an electronic (digital) signature of the Issuer and an electronic timestamp guaranteeing the authenticity of the source and completeness of the contents at the time the document was created. Types of Documents are:
    - **HUB file:** means a document containing one or more HUB payment orders, in addition to other elements;
    - **invoice:** means a file representing a legally valid electronic bill. It is made according to Technical Documentation of the Service Provider for Connecting Issuers with the ePošta System for Electronic Invoicing and in compliance with applicable legislation, excluding Poslovni eRačun and Poslovni web eRačun, which are subject to special regulation;
    - **other electronic content:** means collectively any Document that can be managed within the scope of the ePošta service (e.g., notifications, offers, resolutions, statements, etc.)
  5. **Other general terms and conditions referred to in these General Terms and Conditions:** within the meaning of these General Terms and Conditions include

the Service Provider's General Terms and Conditions for the Provision of a Universal Postal Service of the Service Provider, Terms of Use of the Electronic Receipt Book (e-PK), Terms of Use of Qualified Electronic Registered Delivery Service and related documents (Policies and Practices) and General Terms and Conditions of HPB d.d. for One-Off Payments.

6. **eBox**: means an electronic ePošta mailbox enabling receiving of Documents, electronic letters, messages and promotional messages Users can use to send messages, electronic letters and other documents under these General Terms and Conditions and which Corporate Users can use to send Poslovni eRačun and Poslovni web eRačun items and which Recipients use for receiving bills and related documents and Poslovni eRačun and Poslovni web eRačun items, electronically and as provided in these General Terms and Conditions.
7. **eBox Plus**: means an electronic ePošta mailbox enabling use of ePreporuka.
8. **ECC**: means Erste Card Club d.o.o., a company with its registered office in Zagreb, Frana Folnegovića 6, PIN 85941596441, registered with the Commercial Court in Zagreb and assigned the company registration number (MBS) 080027357, providing payment card authorization services.
9. **eIDAS**: Regulation (EU) no 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.
10. **Electronic letter**: means a written correspondence sent electronically from one User to another User's eBox.
11. **HPB d.d.**: means Hrvatska poštanska banka, a joint-stock company, with its registered office in Zagreb, Jurišićeva 4, PIN 87939104217, registered with the Commercial Court in Zagreb and assigned the company registration number 080010698, as the provider of payment services for payment orders submitted through ePošta as HUB payment orders, on whose behalf and for whose benefit the Service Provider receives e-HUB payment orders issued by Issuers and to whom it electronically forwards data from authorized e-HUB payment orders and calculates and charges fees to Residential Users according to the applicable HPB d.d. price list and archives HUB payment order data.
12. **HUB payment order**: means an electronic payment order in the required format and containing required content.
13. **IPG (Internet payment gateway)**: means an ePošta service enabling execution of HUB payment orders using payment cards.
14. **Issuer**: means a Corporate User who can send Documents and corporate e-invoices and corporate web e-invoices (Poslovni eRačun and Poslovni web e-Račun) in addition to all other services available to ePošta Users.
15. **Key data (attribute)**: means any data the Issuer uses to identify the User in its system. Attributes can be a PIN, account number, meter number, etc.
16. **User**: within the scope of these General Terms and Conditions it means Residential and Corporate Users collectively.
17. **ePreporuka**: means a qualified electronic registered delivery service that makes it possible to transmit data between third parties by electronic means and provides evidence relating to the handling of the transmitted data, including proof of sending and receiving the data, and that protects transmitted data against the risk of loss, theft, damage or any unauthorised alterations, and which fulfils

requirements set in Article 44 of eIDAS. Data sent and received using this service shall enjoy the presumption of the integrity of the data, the sending of that data by the identified sender, its receipt by the identified addressee and the accuracy of the date and time of sending and receipt indicated by the qualified electronic registered delivery service.

18. **ePošta mobile application:** means a smart mobile application for ePošta Users (for smartphones and tablets).
19. **Non-business day:** means Saturday, Sunday and holidays in the Republic of Croatia as provided in the Holidays, Memorial Days and Non-Working Days Act.
20. **Notice of Acceptance of the Request to Use the ePošta Service (hereinafter: Notice of Acceptance):** a written notice issued by the Service Provider notifying acceptance of a Residential User's Request to Use the ePošta Service. The Notice of Acceptance is also a confirmation of contract signing as provided in the Consumer Protection Act and in that case, it will include all required data. In case of acceptance of Additional Request, Notice of Acceptance shall be delivered both to Residential and Corporate User.
21. **Letter:** a postal item containing written mail placed in a sealed envelope without the indication of the value of its content and any postal item of the size and weight of a letter not containing written mail, in accordance with the General Terms and Conditions for the Provision of a Universal Postal Service.
22. **Message:** means an electronic message sent by one User to another.
23. **Poslovni eRačun:** a bill sent electronically by the Issuer to the Corporate User or the Recipient, which enables automated and electronic processing and is sent by ePošta formatted as defined in the Electronic Invoicing in Public Procurement Act, regulation or other enactment under the Act, i.e., Technical Instruction for Connecting the Issuer to the eBox System, which the Service Provider provides to the Issuer on Contract signing.
24. **Poslovni web eRačun:** means a bill for which the Corporate User, as an Issuer, fills out a form it has access to in ePošta by entering required parameters, i.e., data, and which the Service Provider's information system uses to create an invoice compliant to the Electronic Invoicing in Public Procurement Act, which enables its automated and electronic processing and which is forwarded to another Corporate User or Recipient in the required form.
25. **Corporate User:** means a legal or natural person engaging in a registered business activity in the Republic of Croatia who is a party to a business cooperation contract and has become a user of the ePošta information system for electronic data exchange.
26. **Return receipt related to the provision of ePreporuka service:** confirmation in electronic form by which the Service Provider informs the User about the delivery status of ePreporuka.
27. **Recipient:** a legal or natural person engaging in a registered business activity in the Republic of Croatia, who has registered online with the ePošta service as provided in these General Terms and Conditions, only to receive bills and related documents and corporate e-invoices and corporate web e-invoices (Poslovni eRačun and Poslovni web eRačun) electronically.
28. **Residential User:** means a natural person of full age with active legal capacity who is a consumer, as provided in special legislation, regardless of nationality,

who has entered into an ePošta Service Contract (for Residential Users) with the Service Provider under these General Terms and Conditions.

29. **Registered postal item:** a mail item for which the sender receives a confirmation of receipt and which the recipient is required to sign on delivery, in accordance with the applicable General Terms and Conditions for the Provision of a Universal Postal Service the Service Provider is subject to.
30. **Promotional message:** the type of message the content of which is in connection with the marketing, promotional, sales and advertising activities of the Corporate User. The Corporate User sends promotional messages to Residential Users who have consented to receive notifications from the Service Provider and its Contract Partners in user settings.
31. **Right of review:** the authorization by which one ePošta User authorizes another in the ePošta settings enabling the authorized person to receive, review and manage certain Documents and pay the bills for which the authorization was granted.
32. **Business day:** means Monday, Tuesday, Wednesday, Thursday and Friday if that day is not a holiday in the Republic of Croatia as prescribed in the Holidays, Memorial Days and Non-Working Days Act.
33. **ePošta service:** online service used to for distributing and exchanging Documents, electronic letters, Poslovni eRačun, Poslovni web eRačun, ePreporuka, messages and promotional messages between Users.
34. **System notification:** means any notification ePošta uses to notify the User of service downtime, operational problems, service modifications, outstanding bills, etc.
35. **Processing time:** the time of electronic payment order execution in relation to the time of its receipt.
36. **ePošta Service Contract (hereinafter: 'Residential User Contract')**: means a contract that governs the relationship between the Service Provider and Residential Users, which is made up of the Request, Additional Request (if it's submitted) Notification of Acceptance, these General Terms and Conditions, Terms and Conditions of Use / Pre-Contract Notice and the applicable Price List. Other terms and conditions of the Service Provider referred to herein also form integral parts of the Contract.
37. **Business Cooperation and Access Contract for ePošta Information System for Electronic Data Exchange (hereinafter: 'Corporate User Contract')**: means a contract governing the rights and duties of the Service Provider and Corporate Users, which is made up of the Corporate User Contract, with eventual annexes (which includes Additional Request, if it's submitted) and all its attachments, General Terms and Conditions and the applicable Price List. Other terms and conditions of the Service Provider referred to herein also form integral parts of the Corporate User Contract and Notice of Acceptance issued regarding Additional Request.
38. **Invoice Receiving Contract:** means a contractual relationship between the Service Provider and the Recipient established as provided in Article 6, par. 15 of these General Terms and Conditions, regulating the rights and obligations existing under these General Terms and Conditions only for the purposes of receiving invoices and related documents and Poslovni eRačun and Poslovni

web eRačun electronically. The Invoice Receiving Contract is subject only to parts of these General Terms and Conditions where explicitly stated.

39. **Contract:** means Corporate User Contract and Residential User Contract.
40. **Archiving service:** means the service of electronic storage that enables the User to access to all documents created by the User in the system, uploaded in the system or received via ePošta.
41. **ePošta Services:** means all services accessible to ePošta Users as defined in Article 3 of these General Terms and Conditions.
42. **Terms and Conditions of Use/Pre-Contract Notice:** means the notice which, in addition to these General Terms and Conditions, comprises all information required under the applicable Consumer Protection Act, and of which the Service Provider has to clearly and understandably notify Residential Users prior to forming a Residential User Contract, i.e., before concluding an off-premises sale or a distance contract.
43. **Electronic order receipt time:** means the time at which IPG receives approval for the transaction via the User's payment card and sends a payment notification to ePošta.
44. **xml file:** means a set of data of recipients of letters, electronic letters or Documents sent by the Corporate User via ePošta, containing data about its users structured as instructed by the Service Provider. All data contained in the list of recipients are regarded personal data as provided by law and may be used only for the purpose of providing the Service under the conditions and in the way described in these General Terms and Conditions.
45. **Request to Use the ePošta Service for Natural Persons (hereinafter: 'Request')**: means a standardized form of the Service Provider the Residential User uses to submit the request for entering into a Contract in the physical form or an online registration form together with the Special Request Conditions used by the Residential User to request electronic Contract signing.

Terms used in these General Terms and Conditions for male gender are gender-neutral and shall mean all persons, male or female.

### 3. SERVICE DESCRIPTION

#### Article 3

- (1) The ePošta service allows Recipients to do the following:
  - receive bills, related documents, Poslovnih eRačuna and Poslovnih web eRačuna.
- (2) The ePošta service allows Users to do the following:
  - receive Documents, electronic letters, messages and promotional messages,
  - send messages,
  - send individual electronic letters,
  - send and receive of ePreporuka
  - have the content of electronic letters printed, enveloped and delivered as a letter and/or registered postal item weighing up to 50g to one or more



- recipients, in accordance with the applicable General Terms and Conditions for the Provision of a Universal Postal Service,
- archive or store all documents in eBox or, for ePreporuka Users, in eBox Plus,
  - send telegrams using the ePošta mobile application,
  - access to archive.
- (3) The ePošta service allows Residential Users to pay HUB payment orders through IPG of the Service Provider and access the e-Građani web portal through user settings. Residential Users can access the terms of use of the e-Građani web portal online.
- (4) The ePošta service allows the Corporate User access to the following services, in addition to the services listed in the second paragraph of this Article:
- sending of promotional messages sorted by different categories (sports, technology, commerce, etc.), age group, gender and geographical area to Users who have given consent in their user account settings to receive promotional notifications, according to the contents described in the consent;
  - sending of a larger number of electronic letters for printing and enveloping by uploading the xml file using the entry form. The Corporate User can digitally sign the xml file using a digital certificate, so as to ensure the integrity of the content or send the xml file without the digital signature, in which case the Service Provider will not be held responsible for the accuracy of the content,
  - sending of a large number of ePreporuka using web service
  - sending Documents to Users in keeping with Article 16 of these General Terms and Conditions,
  - sending Poslovni eRačun and Poslovni web eRačun files.

#### **Article 4**

- (1) By selecting the service of printing and enveloping of electronic letters the User can also use basic additional services, in accordance with the Terms and Conditions for the Provision of a Universal Postal Service:
- additional service PLUS for registered postal items in domestic traffic,
  - additional service RETURN RECEIPT for registered postal items in domestic traffic and priority registered mail in international traffic.
- (2) The Service Provider is deemed to have received a letter and/or registered postal item for delivery at the moment of the receipt of electronic letter on the Service Provider's server.
- (3) All letters and/or registered postal items received by 14:00:00 (fourteen hours, zero minutes and zero seconds) on a business day will be sent the same day. Letters and/or registered postal items received on a business day after 14:00:00 hours and on a non-business day will be sent the next business day.

#### **Article 5**

- (1) Users of ePreporuka service can exchange ePreporuka items. Entering into the contractual relationship is set in Article 6 of this General Terms and Conditions.



- (2) When sending an ePreporuka, User can select the additional service Return receipt related to the provision of ePreporuka service. By choosing this additional service, User requests a confirmation in electronic form about the delivery status of ePreporuka.
- (3) ePreporuka, except in this General Terms and Conditions, is defined by:
  - Terms of Use of Qualified Electronic Registered Delivery Service
  - Policy of Provision of Qualified Electronic Registered Delivery Service
  - Practice of Provision of Qualified Electronic Registered Delivery Service

## **4. ENTERING INTO, THE TERM AND TERMINATION OF THE CONTRACT**

### **4.1. ENTERING INTO THE CONTRACT**

#### **Article 6**

- (1) The contractual relationship between the Service Provider and the Residential User is formed with the signing of a Residential User Contract. The Contract is formed when the Service Provider, by sending a Notification of Acceptance, accepts the Request submitted physically or electronically on a proper form of the Service Provider after the Residential User accepts the Terms and Conditions of Use/Pre-Contract Notice, these General Terms and Conditions, the Price List and other terms and conditions referred to in these General Terms and Conditions which, together with the Request and Notification of Acceptance, form the Residential User Contract. The Residential User Contract will become effective when the Residential User receives the electronic message with the Notification of Acceptance and that message will be deemed received once it becomes accessible to the Residential User.
- (2) By submitting the Request, the Residential User request the opening of an ePošta user account and access to all ePošta services intended for Residential Users, as provided in these General Terms and Conditions.
- (3) The Residential User can sign the Request and hand it over physically in person to a Service Provider's employee at a post office. The Residential User can submit the Request electronically on [www.eposta.hr](http://www.eposta.hr) and it does not have to be electronically signed, as the registration replaces the signing of the Request. When the Request is submitted electronically, the Service Provider has the right of verification, as provided in Article 22, par. 4 of these General Terms and Conditions.
- (4) If the Residential User submits the Request physically, the Service Provider will have it processed not later than within fifteen (15) days from its received date. If the Residential User submits the Request electronically, the Service Provider will process it immediately, in no case later than within 24 (twenty-four) hours from its submittal. If the Request is accepted the Residential User will receive from the Service Provider to its email provided in the Request a notification on how to activate the ePošta user account, the user name and other data, the activation link and these General Terms and Conditions. By selecting the activation link for the user account, the Residential User reconfirms the acceptance of these General Terms and Conditions and activates the user account. Upon activation the ePošta

service system sends the password in a text message to the mobile number given in the Request and the Notification of Acceptance of the Request from paragraph 1 of this Article is emailed to the Residential User's email address entered in the Request.

- (5) In case of non-delivery of the text message with a password, the User will receive the password mailed to the home address provided in the Request as the address for mail delivery.
- (6) The contractual relationship between the Service Provider and a Corporate User is formed when a Corporate User Contract has been signed by authorized signatories of both contracting parties.
- (7) By entering into a Corporate User Contract the Corporate User accepts the terms and conditions of service as set out in the contract provisions and in the applicable General Terms and Conditions, Price List and other terms and conditions referred to in these General Terms and Conditions, which together constitute the Corporate User Contract and confirms the receiving and acknowledges the contents of these documents and previous access to them on [www.eposta.hr](http://www.eposta.hr) in order to read their provisions.
- (8) The Corporate User can sign the Request and hand it over physically to a sales representative or in person to a Service Provider's employee at a post office.
- (9) The effective date of the Corporate User Contract shall be the date on which it is signed by the authorized signatories of both contracting parties. Within five (5) days from the effective date of the Corporate User Contract the user account of the Corporate User will be activated and the username and password will be emailed to the email of the Corporate User's contact person. The service will be activated within 10 days from the user account activation date.
- (10) The contractual relationship based on forementioned paragraphs set in this Article do not include qualified electronic registered delivery service for which use is an obligation to submit Additional Request as it is set in following paragraphs of this Article.
- (11) Additional Request Residential User can download into a physical form, hand-signed it and submit to a Service Provider's employee at a post office or sign it electronically using qualified electronic signature provided by Agencija za komercijalnu djelatnost d.o.o., OIB: 58843087891 (hereinafter: AKD). By submitting Additional Request Residential User confirms that's informed with all documents that define ePreporuka stated in Article 5 paragraph 2 of this General Terms and Conditions. Service Provider reserves the right of verification described in Article 22 paragraph 4 when Additional Request is submitted electronically.
- (12) Additional Request Corporate User can download into a physical form, hand-signed it by authorized person and submit to a Service Provider's employee at a post office or sign it electronically using qualified electronic signature of an authorized person. By submitting Additional Request Corporate User confirms that's informed with all documents that define ePreporuka stated in Article 5 paragraph 2 of these General Terms and Conditions.
- (13) Contract supplement that include ePreporuka is effective when Service Provider, by Notification of Acceptance, accept Additional Request submitted on a valid standardized form in a physical or electronic form, and that the User previously confirms the acceptance of all documents that define ePreporuka stated

in Article 5 paragraph 2 of these General Terms and Conditions, and that the Contract supplement is effective in a moment when User receives an electronic message which contains Notification of Acceptance whereby message is considered received when User can access it.

- (14) If the User Additional Request submitted in physical form, Service Provider will make a decision of acceptance within ten (10) days from the day the request is received, and if the Additional Request is submitted in electronic form, Service provider will make a decision of acceptance without any delay at latest twentyfour (24) hours of its submission. If Additional Request is accepted, User will receive Notification of Acceptance on an specified e-mail address.
- (15) The contractual relationship between the Service Provider and the Recipient is formed when the Recipient registers using the web interface on the web portal by completing the online form with the following data: company name or the registered activity of the Recipient, registered address, PIN, mobile number and email address, and at the same time confirms having read these General Terms and Conditions and consents to them.
- (16) The Recipient can become a Corporate User, in accordance with these General Terms and Conditions

#### **Article 7**

- (1) In order to access the ePošta service, the User and the Recipient have to register on [www.servis.eposta.hr](http://www.servis.eposta.hr) using their user account and password. Accessing a part of the ePošta service for use of ePreporuka requires entering one-time PIN number send by SMS or obtained by ePošta mobile application. Obtained PIN has time limit of 60 (sixty) seconds. Entering username, password and PIN, Users identify and authenticate themselves.
- (2) The User and the Recipient undertake to keep the password secret in order to prevent its disclosure and unauthorized use.
- (3) After logging in the system, the User and the Recipient can adjust their settings.

#### **Article 8**

- (1) The Service Provider will accept the Request, i.e., the proposal of the Corporate User Contract if there are technical preconditions for service activation and if there are no reasons to reject the Request.
- (2) The Service Provider may reject the Request:
  - if the Request form has not been completely and/or correctly filled out or the Request submitted physically has not been duly signed,
  - if the requestor does not have active or full legal capacity and the Request is not accompanied by a valid approval of the requestor's legal guardian or if the person submitting the Request is not authorized to represent the requestor,
  - if a Residential User, when asked to do so by the Service Provider, fails to provide required data necessary for entering into a Residential User Contract,
  - if there are no technical preconditions for providing the ePošta service (e.g., a computer with Internet connection and web browser).

- (3) The Service Provider may reject to enter into a Corporate User Contract:
- if the proposal of a Corporate User Contract has not been completely and/or correctly filled out or duly signed by an authorized signatory,
  - if the Corporate User is bankrupt or liquidated or insolvent,
  - if the Corporate User fails to submit the data required by the Service Provider and necessary for entering into a Corporate User Contract;
  - if there are no technical preconditions for providing the ePošta service (e.g., a computer with Internet connection and web browser).

### **Article 9**

- (1) When physically submitting the Request, the Residential User is required to show his/her ID card to the Service Provider's employee or another person designated by the Service Provider to receive requests and/or enter into contracts for the provision of services on its behalf.
- (2) When submitting the Request, the Residential User has to enter all required data, especially personal identification number (PIN) and, if the Request is submitted electronically, the ID card number.
- (3) When submitting a Corporate User Contract proposal, the Corporate User has to enter all required data and, on the Service Provider's request, provide documentation as proof of the accuracy of the data entered in the Corporate User Contract.
- (4) By signing a physically submitted Request, i.e., completing the registration as a Residential User in the process of submitting the Request electronically, i.e. by signing the Corporate User Contract, the User guarantees that the entered data are accurate. The Service Provider shall not be liable for any consequences resulting from the User's submitting of inaccurate and/or incomplete data.

## **4.2. THE TERM OF THE CONTRACT**

### **Article 10**

Contracts with Users are concluded for an indefinite time period unless it is provided otherwise in the Corporate User Contract, in which case the provisions of that contract shall apply.

## **4.3. TERMINATION OF THE CONTRACT**

### **Article 11**

- (1) The User can terminate the Contract by submitting a written termination of services request using the Service Provider's form or by some other type of correspondence, in accordance with the provisions of these General Terms and Conditions.
- (2) The User can hand over the termination of services request to a Service Provider's employee at a post office or send it as registered mail to HP-Hrvatska

pošta d.d., Služba za korisnike, Poštanska 9, 10410 Velika Gorica or by email at [podrska@eposta.hr](mailto:podrska@eposta.hr).

- (3) In order to terminate the ePošta services, the User has to cancel the use of all ePošta services for the current issuance period on the user portal and in the personal settings and the receiving of Documents of all Issuers has to be cancelled not later than by the end date defined in the ePošta service settings. If the termination of the Document receiving service is not completed by the User after the end date expires, the termination of the Document receiving service will apply as of the following issuance period.
- (4) After submitting the request for termination/cancellation of service and after the User has cancelled the receiving of Documents from all Issuers in due time and as prescribed in paragraph 3 of this Article, the User will no longer have access to ePošta services, except for Document receiving service and will be able to receive Documents until the end of the calendar month following the month during which the request for termination/cancellation of service was submitted.
- (5) In the time period between the receipt date of the termination of services request by the Service Provider and deactivation (deletion) of the User's user account, the User will be able to receive in eBox only the Documents cancelled after the expiry of the cancellation end date and execute one-off payment transactions via IPG. Other ePošta services will not be accessible to the User.
- (6) All documents sent and received by the User in the preceding twelve (12) months will be available to the User until the end of the calendar month following the month during which the request for termination/cancellation of service was submitted and during that time the User will be able to save all documents and payment receipts to his or her computer. The same will be possible for all documents and payment receipts older than one year if the User has paid for the archiving service.
- (7) The Service Provider has the right to terminate the Contract of which the User will be notified by a notice of termination delivered to the User's address indicated in the Request/Corporate User Contract. If the Contract is terminated the Service Provider will block the User's access to its services and deactivate (delete) the user account.
- (8) If the Service Provider terminates the Contract, it will become ineffective on the date specified in the notice of termination.
- (9) The Service Provider has the right to terminate the Contract unilaterally and with immediate effect in the following cases:
  - In cases of nonpayment or late payment of invoices for the provided services issued by the Service Provider
  - In case the User is overindebted and, according to the Service Provider's reasonable assessment, will not be able to pay for the costs of service
  - If it is established or there is a reasonable doubt that the documents used as the basis for forming the Contract are false or invalid
  - In all other cases in which the Service Provider has the right to terminate the Contract, as provided further in these General Terms and Conditions.
- (10) In case of Contract termination/cancellation the User shall be obligated to pay all invoices issued by the Service Provider for the services used until the date of user account deactivation (deletion).



- (11) In case the Service Provider ceases to exist or suspends the provision of services, the Contract will be terminated and the User will be notified by the Service provider minimum 30 (thirty) days in advance.
- (12) Notwithstanding the above, the Residential User has the right, under the existing consumer protection law, to unilaterally terminate the Residential User Contract without having to state the reason for termination, within 14 (fourteen) days from its effective date.
- (13) In the case referred to in the preceding paragraph of this Article, the Residential User, in order to exercise his or her unilateral termination rights, has to notify the Service Provider by an unambiguous statement sent by mail, fax or email prior to the expiry of the given term, which has to include the User's name and surname, address, phone number, fax number or email, and for that purpose the User can use a unilateral termination of contract template form available on [www.eposta.hr](http://www.eposta.hr).
- (14) In the case and on the occasion of unilateral termination under paragraphs 12 and 13 of this Article, the Residential User and HP have the rights and obligations under the Consumer Protection Act and related subordinate legislation.

## 5. TERMS OF SERVICE

### Article 12

- (1) The User and the Recipient can select one of more ePošta services provided by Issuers on the user portal, in accordance with Article 3 of these General Terms and Conditions, and use them in the way and according to the terms of service provided in these General Terms and Conditions.
- (2) By entering into the Contract and accepting these General Terms and Conditions the ePošta User confirms having consented to receive invoices for all payable services of the Service Provider and all other Documents, messages and notices relating to the ePošta services by the Service Provider to his or her eBox.
- (3) Invoices for ePošta services will be sent to the User on a monthly basis, not later than on the fifteenth (15th) day of the month for the preceding month.
- (4) For invoice payment services, i.e., processing of HUB payment orders that are paid using payment cards (payments of eHUB payment orders via the eBox portal), a fee will be charged simultaneously with the provision of the service and the confirmation receipt for the provided service will be available to the Residential User immediately after successful authorization (transaction execution).
- (5) The entry of HUB payment orders made by Residential Users of the ePošta service will be made exclusively towards transaction accounts of legal persons (permitted prefixes of the payment recipient's account number are "11", "13", "14", "15", "17" and "18").
- (6) The ePošta payment service is intended for payments of overhead expenses and therefore three types of lists with IBAN codes have been created: white, gray and black. Payments can be made only to IBAN numbers on the white or gray list.

- The white list is a list of transaction accounts allowing payments using credit and debit cards via the ePošta service and IBAN numbers on the list belong to companies issuing monthly bills connected with utilities and similar services (electricity, water, gas, telecom - mobile phone, landline, Internet, kindergarten, scholarship, education, reserve funds, extracurricular activities, etc.).
  - The grey list is a list of transaction accounts allowing payments using debit cards via the ePošta service and IBAN numbers on the list belong to enterprises engaging in finance business (savings banks, credit institutions, savings and loan associations, funds, brokerage companies, all types of insurance: non-life insurance, car insurance etc. leasing companies and other institutions engaging in finance services), IBAN codes of the companies with whom ECC has a contract on the acceptance of card payments (exceptions are large providers of public services, such as HEP, HRT, Vodoprivreda), IBAN codes owned by the Republic of Croatia and used for payments of levies (taxes, contributions, etc.) and IBAN codes of companies connected with gambling - sports or any other.
  - The transaction accounts on the black list or not included in the ePošta IBAN lists may not be used for transactions via the ePošta service and that includes current accounts of individuals, IBAN codes of banks, so as to prevent payments in discharge of bank loans and IBAN codes of any institution connected with loan payments, IBAN codes of companies connected with money laundering and terrorist financing activities and IBAN codes of weapons and explosive manufacturers.
- (7) The IBAN lists are created in cooperation with the companies engaging in the performance of payment transactions via the ePošta service (ECC and HPB d.d.), and maintained according to, but not limited by, the rules described in this Article.
- (8) The list of recipients on the white, gray and black list and their transaction accounts is available on [www.eposta.hr/cjenik](http://www.eposta.hr/cjenik).
- (9) The maximum amount of all transactions executed via the ePošta service in one day is 1.327,23 euro / 10.000,01 kn \* per Residential User, regardless of the number of invoices being paid.
- (10) Processing times:
1. HUB payment orders received on business days by 14:00 hours (fourteen hours, zero minutes and zero seconds), i.e., received by 14:00 hours (fourteen hours, zero minutes and zero seconds) will be executed in the payment processing system on the same day.
  2. HUB payment orders received on business days after 14:00 hours (fourteen hours, zero minutes and zero seconds), i.e. received by 14:00 hours (fourteen hours, zero minutes and zero seconds) will be executed in the payment processing system on the following business day, i.e. the next day if the order is crediting the recipient's account whose transaction account entered in the payment order is opened in HPB d.d.
  3. HUB payment orders made on a non-business day will be processed in the payment processing system on the next business day, i.e. the next day if the order is crediting the recipient's account whose transaction account entered in the payment order is opened in HPB d.d..



- (11) HUB payment orders initiated based on issued Documents will be processed in accordance with the applicable General Terms and Conditions of HPB d.d.
- (12) The User is solely liable for the content, nature and characteristics of the content sent to another User or Recipient. Sending Documents, electronic letters, messages or promotional messages that are regarded unsolicited electronic communication according to special legislation regulating electronic communications and/or ecommerce, for direct marketing and sale purposes, as well as sending Documents, electronic letters, messages or promotional messages that are regarded insulting or include illegal content is prohibited. The Service Provider shall not be liable for the content of messages, electronic letters, promotional messages, Documents and notifications and will not check whether the content constitutes infringement of any legally protected right including, but not limited to, the rights under copyright and related rights, industrial property law, media law and consumer protection law. The Service Provider shall not be liable for any damage resulting from the sending of content that constitutes violation of any legally protected right. In the case of a breach of obligations from this paragraph, including the cases in which the breach is caused by a third party's action, the Service Provider will have the right to request the User to take appropriate measures prevent misuse and may terminate the Contract with the User, deactivate the user account and claim damages.

## **6. DOCUMENT SENDING AND RECEIVING SERVICE ACTIVATION AND DEACTIVATION**

### **Article 13**

- (1) The service of sending Documents created by Issuers, i.e., receiving of such Documents by the User or the Recipient, is activated in a way that the User or the Recipient submits a request via the ePošta service and enters relevant key data for the Issuer's services that requires their entry. The User or the Recipient can submit a request for Issuer's services only if they are among the Issuer's users and if the service provision has been enabled in the ePošta system. Any such request submitted by the User or the Recipient will be approved by the Issuer based on the submitted key data (attributes).
- (2) By activating the service as provided in the preceding paragraph of this Article, the User consents to receive Documents and the Recipient to receive bills and related documents electronically and the User waives and right to Documents and the Recipient to bills and related documents in paper form.

### **Article 14**

- (1) The User or the Recipient can submit the request referred to in Article 13, paragraph 1 of these General Terms and Conditions or cancel the service of receiving the Issuers' Documents at any time.
- (2) As part of the ePošta service, the User or the Recipient can indicate the services for which they want to receive Documents from the Issuer's list of services and, where necessary, will be required to enter relevant key data.

- (3) The Residential User can consent to be able to receive electronic bills from all Issuers whose services he or she uses when submitting the Request to Use the ePošta Service as well as during subsequent activation in the ePošta settings, without having to enter relevant key data.
- (4) If the User cancels the Document receiving service, regardless of whether the ePošta User Contract was terminated at the same time or not, and after the expiration of the end date defined in the ePošta settings as the end date for cancelling the Document receiving service, the cancellation of that service will refer only to the Document from the following issuance period and the Issuer has to ensure an alternative way of Document delivery from starting from the following issuance period. The same consequence will occur when the Recipient cancels the invoice receiving service.
- (5) If the User cancels the Document receiving service, regardless of whether the ePošta User Contract was terminated at the same time or not, before the expiration of the term indicated as the cancellation end date in the ePošta settings, the cancellation of Document receiving service will apply to the Document from the following issuance period and the Issuer has to ensure an alternative way of Document delivery from starting from the current issuance period. The same consequence will occur when the Recipient cancels the Invoice receiving service.
- (6) If the Residential User terminates the ePošta User Contract within 14 days from its effective date, pursuant to special consumer protection law, the Service Provider will in the shortest time possible in respect of the Residential User's account, cancel the Issuer's Document receiving service if the Residential User failed to do so, so that the Issuer could deliver the Document in an alternative way.
- (7) If the Service Provider cancels or terminates the ePošta User Contract with the User, the Service Provider will, in the shortest time possible and in respect of the User's account, cancel the Issuer's Document receiving service if the User failed to do so, so that the Issuer could deliver the Document in an alternative way.
- (8) The Issuer who is connected to ePošta via a web service will receive automated updates in the settings for Users and Recipients who want to receive Documents, i.e., Invoices electronically, as any of them registers or cancels the service. Contrary to that, the Issuer who sends Documents by uploading the xml file, when a User or Recipient registers or cancels the service receives an updated xml file that has to be matched to its User/Recipient database before the next Document sending cycle.
- (9) In connection with the preceding paragraph of this Article, the Issuer has an obligation and responsibility to regularly monitor and update User and Recipient data for requestors who submitted requests to receive Documents i.e., invoices electronically within the scope of the ePošta service. In cases of Document or Invoice receiving service cancellation, it is deemed that at the moment of User or Recipient data update and/or xml file receipt, as provided in the preceding paragraph of this Article, the Issuer has been duly notified of the cancellation of services. Upon receipt of the notification as described hereinabove, the Issuer has to ensure an alternative way of Document delivery to the User, i.e., the Recipient, in accordance with the provisions in paragraphs 4 through 7 of this

Article, in which case the alternative way means physically, as a letter or in another appropriate form.

### **Article 15**

- (1) By signing the Contract, the Service Provider states and guarantees to the Corporate User that promotional messages will be delivered only to Residential Users who consented to receive notifications from the Service Provider's Contract Partners and/or who have their consent to receive notifications from the Service Provider and/or to receive promotional messages and offers based on automated decision-making (including profiling) according to different categories of personal data of the Residential User (including their gender, age group and geographical area). The consent options are included in the Request form and the User has to expressly and unambiguously consent to each of the identified purposes for personal data processing.
- (2) The User has the right to withdraw the consent from paragraph 1 of this Article in the user account settings at any time by filing a written request with the Service Provider via registered mail with return receipt or by sending an email at [podrska@eposta.hr](mailto:podrska@eposta.hr) request the Service Provider to do so on his or her behalf.

## **7. ELECTRONIC DOCUMENT SENDING FROM ISSUERS TO THE ePOŠTA SERVICE**

### **Article 16**

- (1) The Issuer has the following obligations:
  - to allow and enable the Service Provider to use the integrator to implement necessary system adjustments to enable use of the ePošta service
  - to enable the Service Provider to connect the Issuer with the ePošta service in one of the following ways:
    - through a web service, which means fully automated Document sending from the Issuer's system to the ePošta service.
    - by uploading a xml file in which case, the Documents are sent by direct xml file upload through the interface.
  - in case of inability to deliver Documents to Users and/or invoices to Recipients (e.g., due to technical reasons), the Issuer will use alternative ways to deliver the Documents, i.e., Invoices, which means physically, as a letter or in another appropriate form.
- (2) Issuers can use the ePošta Document sending service to send Documents in several ways:
  - to Users and Recipients who have submitted a request for service for a specific Issuer, to their eBox;
  - to Users who consented to receive electronic invoices from all Issuers whose services they use, also to their eBox;

- Documents intended for all users of the Issuer are sent in a way that the Issuer uploads a xml file of the Recipient to be sent, according to the Service Provider's instructions, to the ePošta service and the service sends them electronically to ePošta Users and for those who are not ePošta Users and have not consented to receive Documents of all Issuers whose services they use, Documents will be printed and enveloped and mailed to their home address, in which case a special contractual relationship is required to regulate the rights and obligations of the contracting parties relating to the printing and enveloping and, possibly, a contractual relationship regulating deliveries to home addresses.

## **8. RESPONSIBILITIES AND OBLIGATIONS OF THE SERVICE PROVIDER**

### **Article 17**

(1) The Service Provider is obligated to:

- publish on its website web [www.eposta.hr](http://www.eposta.hr) and display in its post offices all information about the use of services, ePošta service user instructions, new functionalities and other changes affecting the handling and use of the portal;
- before they come into effect, publish any amendments or modifications to the General Terms and Conditions, Terms and Conditions of Use/Pre-Contract Notice and Price List on [www.eposta.hr](http://www.eposta.hr) and in its post offices;
- secure proper infrastructure for uninterrupted running of ePošta – protect the premises, hardware, software and other equipment to prevent unauthorized access to data during their transfer within ePošta;
- deliver to the eBox of Users only Documents, i.e., to Recipients only invoices from pre-selected Issuers,
- deliver to the eBox of Users only promotional messages from other Users, when the User has not cancelled receipt;
- ensure availability of the ePošta service, except in case of force majeure and circumstances that are out of the Service Provider's control;

(2) The Service Provider guarantees:

- that it has appropriate rights of use for the programming solution of the ePošta service necessary for providing ePošta services,
- that it has all necessary permits, approvals, professional staff and other technical requirements for providing ePošta services,
- in regard to the Service Provider's actions involving personal data of the users of a Corporate User, the Service Provider acts in the capacity of a data processor for the Corporate User as a data controller, which relationship will be the subject matter of a separate contract.

(3) The Service Provider will not be liable for inaccessibility of any particular ePošta service due to reasons resulting from force majeure or third party actions (strike, war, civil unrest, terrorist acts, decisions of public authorities or bodies having a

- public authority, etc.), power outage, interruptions in telecommunications and other traffic, errors in data transfer via telecommunications networks and any other similar cause the occurrence of which may not be attributed to the Service Provider and which has disabled access to the ePošta service.
- (4) The Service Provider will not be liable for inability to provide a service resulting from errors or problems in the functioning of the User's or Recipient's equipment and Internet network.
  - (5) The Service Provider will not be liable to the User or the Recipient for any type of damage that may occur as a result of receiving of Documents, promotional messages, electronic letters and messages, which especially refers to the damage caused by unauthorized third-party access to Documents, promotional messages, electronic letters and User or Recipient messages.
  - (6) The Service Provider will not be liable for the material content of electronic invoices and accompanying documents covered by its sending and receiving service.
  - (7) The Service Provider will not be liable to the Residential User for any damage of any kind that may be incurred as a consequence of use of the services as provided in Article 3, paragraph 2 of these General Terms and Conditions.
  - (8) During regular maintenance the service will be partially or completely unavailable to the User and the Recipient.
  - (9) During the term of the Corporate User Contract, the Service Provider will enable the Issuer access to the ePošta programming solutions and its pertinent components, in the extent necessary for the provision of services that are the subject matter of the Corporate User Contract.
  - (10) Programming solution is meant to include components necessary for safe access to the ePošta service, safe communication and transfer of electronic documents to the ePošta service, in accordance with the standards and functionalities and technical conditions of the Service Provider.
  - (11) In case of changes to the Document structure required by applicable legislation, the Service Provider undertakes to notify the Issuer and the Issuer to make proper adjustments in relation to the invoice structure, type of data and other necessary adjustments, all in accordance with applicable legislation.

## **9. RESPONSIBILITIES AND OBLIGATIONS OF THE USER AND THE RECIPIENT**

### **Article 18**

- (1) The User, i.e., Recipient has an obligation to:
  - be informed about all terms of use of the ePošta service and all relevant documents and their amendments and modifications published by the Service Provider under Article 17, paragraph 1 of these General Terms and Conditions;
  - protect the confidentiality of user settings for access to services and of the data relating to the use of the services;
  - use the service in accordance with the Service Provider's user instructions;

- notify the Service Provider in a timely manner of any changes to personal or other data that have or may have an effect on the use of the services;
  - notify the Service Provider of any circumstances preventing receipt and/or visual display of Documents, promotional messages, electronic mail or message, immediately when possible (technical problems and/or reduced service quality);
  - ensure minimum technical preconditions for the use of the services, including a computer with an Internet browser, Internet access or a mobile device;
  - control and maintain equipment and software necessary for the provision of services under these General Terms and Conditions;
  - receive ePošta service system notifications.
- (2) The User is required to pay a fee for all the ePošta services performed and shown in the electronic invoice of the Service Provider by invoice due date indicated on the electronic invoice;
- (3) The Recipient is not obligated to pay any fee to the Service Provider for the Invoice receiving service.
- (4) The Corporate User has to notify its users of the option of receiving the Documents, electronic letters, messages and promotional messages through the ePošta service.
- (5) In regard to the service of sending invoices to Recipients, the Issuer accepts full responsibility for identification of the Recipient by approving the Recipient's request in accordance with Article 13, paragraph 1 of these General Terms and Conditions. In the same way the Issuer confirms that the Recipient has duly consented to receive invoices electronically and also agrees to send invoices for the selected service to the Recipient via the ePošta service.

## 10. PAYMENT FOR SERVICES

### Article 19

- (1) Services that are the subject matter of these General Terms and Conditions are calculated and invoiced according to the applicable Price List. Services provided to Corporate Users are calculated and invoiced according to the price for Document Sending as provided in the Price List attached to the Business Cooperation and Access Contract for ePošta Information System for Electronic Data Exchange. The Service Provider issues and sends electronic invoices for all services performed in the preceding months once a month to the User's eBox, excluding the services provided in paragraphs 3 and 4 of this Article. The due date of the invoice is ten (10) days from the date of receipt of the invoice in eBox.
- (2) If the service of printing, enveloping and delivery of the content as a letter and/or registered mail to the Recipient's address as part of the Electronic Letter service, the Service Provider will charge the User according to the price provided in the Price List valid on the day of the service was provided. The service of postal



- item delivery will be subject to the applicable General Terms and Conditions of the Service Provider for Providing a Universal Postal Service.
- (3) The HUB payment order processing service for card payments is charged immediately when the card payment transaction is authorized and the Residential User is at the same time sent a notification to the eBox and is able to create a payment confirmation file in pdf. for every processed and executed HUB payment order.
  - (4) The service of sending telegrams using the ePošta mobile application is charged immediately after the telegram is sent, regardless of the ePošta HUB payment order processing service and is subject to the Terms and Conditions for Telegram Online Service - Web Telegram.
  - (5) The document archiving service for Residential Users is free.
  - (6) The archiving service for Corporate Users is charged according to the Price List. The document archiving service for Corporate Users for documents up to 12 months old is free and Corporate Users can gain access to documents older than 12 months if they pay for the prolonged archiving service. Corporate Users can activate automated extension of the archiving in the settings for which a monthly fee will be charged until the service is cancelled through the settings.
  - (7) The User will pay the electronic invoice received from the Service Provider by the invoice due date. In case of late payment, the User will be charged default interest.
  - (8) In case of late payment or nonpayment of invoice, the Service Provider has the right to suspend provision of all or individual services until full payment of the amount outstanding. The Service Provider will notify the User of the suspension of service in advance by sending a notification to the User's eBox.
  - (9) If the User does not pay the invoice by due date, the Service Provider has the right to use all legal means of enforced collection to ensure the collection of payment.
  - (10) In case of partial debt settlement, the payment will be used for settlement of the oldest debt outstanding according to priority of claims.

## **11. SUBMITTING COMPLAINTS**

### **Article 20**

- (1) The User can submit a complaint to the Service Provider if, according to the User's opinion, the Service Provider is in breach of the Contract, if the service has not been provided as agreed or/and according to the performance schedule. The Recipient can submit a complaint to the Service Provider if, according to the Recipient's opinion, the Service Provider is in breach of the provisions of these General Terms and Conditions applicable to the relationship between the Service Provider and the Recipient. Complaint submission deadline is within 15 (fifteen) days from the day the User or the Recipient become aware of the Service Provider's breach, and in no case later than within thirty (30) days from the date of the breach of the Contract. The provisions of this Article shall not apply to complaints of Residential Users relating to personal data processing,



- which are submitted as provided in Article 22 of these General Terms and Conditions.
- (2) Complaints relating to invoice amounts can be submitted by the User to the Service Provider within 15 (fifteen) days from the invoice due date.
  - (3) For the purpose of complaint resolution, the User or the Recipient as to provide evidence relating to the alleged breach of service provision.
  - (4) Complaints can be submitted in any of the following ways:
    - by mail addressed to HP-Hrvatska pošta d.d., Služba za korisnike, Poštanska 9, 10410 Velika Gorica
    - by email at [podrska@eposta.hr](mailto:podrska@eposta.hr)
    - by phone at 072 500 501
    - physically in any post office
  - (5) If a complaint relating to the invoice amount is submitted in a timely manner, until the resolution of the invoice amount complaint procedure the User shall be obligated to pay only the indisputable amount.
  - (6) In response to a complaint the Service Provider will send its reply to the User or the Recipient to the email address within fifteen (15) days from the complaint received
  - (7) The User or the Recipient will resolve complaints relating to the contents of the issued Documents and HUB payment orders directly with the Issuer.
  - (8) The Service Provider will resolve User complaints relating to eHUB payment orders processed via Internet Payment Gateway of the Service Provider.
  - (9) The User or the Recipient will resolve complaints related to the content of an electronic document and the reasons for rejection or partial approval of the application for the activation of the Issuer's services enabled through the ePošta system directly with the Issuer.
  - (10) Residential Users will resolve complaints connected with the services of the e-Građani portal directly with the Ministry of Public Administration of the Republic of Croatia.
  - (11) If the User's or the Recipient's complaint is related to the delivery of the content in the form of a letter and/or registered mail to the recipient's address, the User or the Recipient submits a complaint in accordance with the provisions of the valid Postal Services Act and the applicable General Terms and Conditions for the Provision of a Universal Postal Service.
  - (12) The User – a natural person or the Recipient – a natural person, provided that they are regarded as consumers and that the preconditions set out in the Alternative Consumer Dispute Resolution Act have been met, have the right to institute proceedings for consumer dispute resolution with the alternative dispute resolution authority at the address <https://ec.europa.eu/consumers/odr>.

## 12. DAMAGES

### Article 21

- (1) The Service Provider will not be liable for its late, incomplete performance or non-performance of obligations under these General Terms and Conditions if

- caused by an external event that could not be foreseen, prevented, avoided or remedied (force majeure).
- (2) The Service Provider's liability for damage caused by the delivery of a letter and/or registered mail to the recipient's address shall be subject to the provisions of the applicable Postal Services Act and the valid General Terms and Conditions for the Provision of a Universal Postal Service.
  - (3) The Service Provider will not be liable for damage resulting from ordinary negligence, including ordinary damage, loss of profit or/and non-material damage.

### **13. PROTECTION OF PERSONAL DATA AND CONFIDENTIAL INFORMATION**

#### **Article 22**

- (1) When physically receiving the Request, the Service Provider has the right to request the Residential User to show his or her identity card or passport so as to enable unambiguous identification of the Residential User, and the Residential User is required to show the Service Provider the identity card or passport. If the identity card or passport does not include the Residential User's PIN number, the Service Provider is entitled to request the PIN and proof of its accuracy. When filing the Request electronically, the Residential User is obliged to submit the data about his or her name and surname, date of birth, PIN, home address and the ID card number.
- (2) The Residential User's personal data entered in the Request and other user documents, as well as personal data collected during the term of the Residential User Contract (hereinafter: Personal data) will be processed for the following purposes:
  - assessment of the Residential User Contract terms and conditions, entering into and performance of the Residential User Contract and its cancellation or termination
  - keeping User records
  - activation and providing of the ePošta services
  - calculation of the services performed for invoicing and sending reminders
  - debt collection which can be outsourced to other companies or agencies as data processors. The Residential User will be notified of the transfer of its bills outstanding in writing. After the transfer of the outstanding claims, the Service Provider will store the Residential User's personal data and process them when necessary in the following period of two years and for the purpose of keeping records on subsequently settled claims, if any, and for the purpose of the instituted resolution of mediation procedures and disputes (before the Service Provider and other competent authorities)
  - printing and enveloping the content of electronic letters and Documents, which can be outsourced to other companies and agencies as data processors.

- delivery of the content of electronic letters and Documents as a letter and/or registered mail weighing up to 50 g, in accordance with the General Terms and Conditions of the Service Provider for the Provision of a Universal Postal Service
  - delivery of administrator notifications by which the Residential User is informed of possible interruptions in the system operation and corporate news.
- (3) The Service Provider has the right to compare (match) personal data of Residential Users with personal data of Corporate User's users comprised in the xml file for the purpose of delivering Issuers' Documents, i.e., if the Residential User has selected the option of receiving invoices from all Issuers, to compare (match) his or her personal data with the personal data of the Issuers, as provided in Article 13, paragraph 2 of these General Terms and Conditions.
  - (4) For the purpose of identifying the Residential User, the Service Provider has the right to verify the PIN and the identity card number with the authority in charge of keeping official records, as well as to appropriately verify other data submitted by the Residential User in the Request submission process.
  - (5) The Service Provider will use the User's or the Recipient's mobile number to send a text message containing the initial password used in the processing of the User's or the Recipient's Request for Use of the ePošta Service.
  - (6) The Service Provider has the right to record incoming and outgoing calls between Residential Users and the customer service, which will be processed for the purposes of internal monitoring and improvement of the quality of service, resolving complaints of Residential Users and preventing malicious or threatening calls to customer service staff, of which Residential Users will be informed in the introductory message when they call the customer service number. Call recordings are stored for 6 months.
  - (7) Users' address data relating to the residence/habitual residence data will be visible to other Users for the purpose of easier recognizing and entering of data of letter and message recipients, if the User agrees to that in the consent form or in the ePošta user settings.
  - (8) All processing purposes described in the preceding paragraphs of this Article constitute a contractual obligation and without the required processing services may not be provided. In addition to the processing purposes described herein, the Residential User can additionally give an explicit consent to Personal Data processing for additional purposes, described in detail in the consent form and can also withdraw consent at any time.
  - (9) Personal data collected in the way described in the preliminary paragraphs of this Article will be processed and stored during the term of the Residential User Contract and after its expiration as long as the processing purpose exists (for example, until the time limit for claims under the Residential Contract has passed or until the final resolution of a complaint or a dispute). Documentation relating to contract performance will be stored in accordance with the retention periods set out in the records and archives laws.
  - (10) The User confirms that the data entered in the submitted Request and the Recipient confirms that the data provided in the registration process are

accurate and complete, in accordance with Article 6, paragraph 15 of these General Terms and Conditions.

- (11) The Residential User is obligated to, without undue delay and not later than within fifteen (15) days from any change to his or her personal data provided in the Request, notify the Service Provider of such change using the user data change request submitted in a post office or directly to a mail carrier or by emailing it at [podrska@eposta.hr](mailto:podrska@eposta.hr). The Residential User will be liable for any damage incurred by the Service Provider due to his or her failure to notify of any data change.
- (12) The User or the Recipient has to protect the confidentiality of all user data for access to services, as well as the confidentiality of all data relating to user services assigned or selected in the scope of Contract and service performance. If the User or the Recipient suspects or establishes that a third person has gained illegal access to user settings, they have to modify them by submitting the user data change request (if the user name is concerned) or make changes in personal user settings (if the password is concerned). The Service Provider will not bear any liability for damages incurred by the User, Recipient or a third party due to the responsibility of the User or the Recipient for the breach of secrecy/confidentiality clause contained in this Article, i.e., for damage resulting from use of the service by a third party.
- (13) The Service Provider undertakes to enable Residential Users to use their right of access to their personal data, the right to rectification or erasure or to restrict processing, and the right to object and of data portability, all in accordance with the methods and terms and conditions for submitting such requests and complaints provided in the Privacy Statement of HP-Hrvatska pošta d.d. (hereinafter: 'Statement') published on [www.posta.hr](http://www.posta.hr), and which Statement, in addition to the above, regulates all other matters concerning personal data processing. Residential Users, in addition to what the Statement provides, can submit such requests via ePošta. Residential Users also have the right to submit complaints relating to personal data processing to the competent authority, which is the Data Protection Agency, Selska cesta 136, Zagreb.
- (14) The Service Provider will apply equal treatment it gives to the personal data of Residential Users to the personal data of contact persons, authorized representatives of Corporate Users and their attorneys, all as provided in these General Terms and Conditions.

### **Article 23**

- (1) The Corporate User, as a data collector in respect of the personal data submitted in the xml file, guarantees as follows:
  - all personal data in the xml file are accurate and complete and collected in a fair and transparent manner, on a valid legal basis for processing established by existing legislation and that they have been collected for the purpose of delivering Documents and mail in electronic form to their recipients and for the purpose of printing, enveloping and delivery of postal items in compliance with the General Terms and Conditions for the Provision of a Universal Postal Service.

- the Corporate User has properly and transparently informed the recipients of their rights as data subjects, as prescribed by existing legislation
- proper technical and organizational measures have been implemented in order to ensure its ability to prove that personal data contained in the xml File are processed in accordance with applicable legislation.

## 14. SERVICE BLOCKING

### Article 24

- (1) User can request the service to be blocked by calling the Call Centre at 072 500 501 if there is a suspicion of a misuse or pending misuse of data for identification or in case of knowledge or suspicion that an unauthorized person has gained access to the password.
- (2) If the Service Provider suspects that a misuse of a user account has occurred, the user account will be blocked and the User or the Recipient will be notified.

## 15. RESOLUTION OF DISPUTES

### Article 25

- (1) Any dispute arising out of or in connection with the Contract will be subject to Croatian law.
- (2) The Service Provider and the User will attempt to resolve any dispute arising out of or in connection with the Contract amicably. If an amicable settlement cannot be reached, the Zagreb court will have jurisdiction in the matter.

## 16. CLOSING PROVISIONS

### Article 26

- (1) The Terms and Conditions of Use/Pre-Contract Notice, General Terms and Conditions, Request and other terms and conditions referred to in these General Terms and Conditions, Price List and General Terms and Conditions for One-Off Payments of Hrvatska poštanska banka, d.d., are available in all post offices and on the website [www.eposta.hr](http://www.eposta.hr). Terms of Use of Qualified Electronic Registered Delivery Service and related documents stated in Article 5 paragraph 2 of this General Terms and Conditions are available on <https://www.eposta.hr/info>.
- (2) Any amendments or modifications to these General Terms and Conditions will be made know to the User or the Recipient by the Service Provider, who will send a notification to their eBox minimum 8 days prior to their coming into effect. If not in agreement with the changes, the User can cancel the Contract up until

their coming into effect date, in accordance with the conditions in Article 11 of these General Terms and Conditions. If the User does not cancel the Contract by the effective date of the modified or amended version of these General Terms and Conditions, it will be deemed that the User has agreed to them and they will become integral parts of the Contract.

- (3) Other terms and conditions referred to in these General Terms and Conditions, as well as their amended and modified versions, will be published and available online on <https://www.posta.hr/pravilnici-i-cjenici-271/271>, <https://www.eposta.hr/info>, <https://www.hpb.hr/opci-uvjeti-poslovanja> and the User and the Recipient are obliged to inform themselves by accessing the documents on these links. Changes to other general terms and conditions referred to in the General Terms and Conditions will be made in accordance with their provisions and as provided in special regulations.
- (4) These General Terms and Conditions will come into force on January 1<sup>st</sup> 2023. and will supersede the General Terms and Conditions for Use of the ePošta Service in effect from November 1<sup>st</sup> 2022.

\*the amount in euro represents the equivalent value of the amount in kuna according to the fixed conversion rate of 1 euro = 7.53450 kuna

Number: HP-16-030888/22

HP-Hrvatska Pošta d.d.

Board Member      Chairman of the Board

Ivana Mrkonjić      Ivan Čulo