

## GENERAL TERMS AND CONDITIONS

**1.1** These General Terms and Conditions for delivery of products and services by HSM-INFORMATIKA d.o.o. ("Terms and Conditions") are applied exclusively on deliveries of products and services provided by HSM-INFORMATIKA d.o.o. (hereinafter referred to as only HSM INFORMATIKA) to legal and/or natural persons in the Republic of Croatia. These General Terms and Conditions apply from July 20, 2020 onwards. Each updated version of the General Terms and Conditions will be made available on this website.

**1.2** In case certain legal relationships require further special Terms and Conditions by HSM INFORMATIKA, these take precedence over General Terms and Conditions, which then apply only to the extent in which the particular relationship is not regulated by the special terms and conditions. Deviation from terms and conditions, whether they are general or special, is possible only with explicit written consent from HSM INFORMATIKA. In this case, terms and conditions are applied to the extent in which they are not in explicit contradiction with the special written agreement of the parties.

**1.3** HSM INFORMATIKA employees work in a quality, transparent and ethical way, respecting all of the positive regulations of the Republic of Croatia, as well as instructions and guidelines of the HSM INFORMATIKA management. HSM INFORMATIKA employees are therefore strictly prohibited from giving and/or receiving bribes or performing any other corruptive actions. Customers are obliged to obey the same ban and to refrain from taking any action that would be in contravention with the said ban, as well as to take all steps necessary to avoid prohibited actions.

## 2. Scope of services, terms of sale and payment

**2.1** Products of HSM INFORMATIKA may not be sold to minors or persons of compromised legal capacity. By buying products and/or services from HSM INFORMATIKA, customers declare that they are not minors, nor are they partially or completely devoid of legal capacity.

### **2.2. Payment options for physical point of sale for HSM INFORMATIKA**

#### **One-time payment**

General payment slip / transfer order or net-banking payment (For all payments made this way, the goods are not sent for delivery on the basis of a payment confirmation, but only after the payment is visible on our bank account).

### **2.3 Special offers and sales**

HSM INFORMATIKA occasionally organized special offers and sales, which are subject to the following rules:

Sale prices and discounts cannot be combined or added

Only one code / coupon / discount coupon may be used in one order

The code / coupon / has a fixed term in which it can be used

All sales last until the stated date or until stock expires.

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**2.4** The scope of services depends on both sides. Weight and dimensions data in brochures and other offers are compiled according to our best knowledge. We reserve the right for acceptable deviations in performances, as well as for constructive changes. The functions of software programs and modules offered are limited to the description in the service list. We hold the right to use almost new or refurbished parts and their sale as new parts.

**2.5** Any reference to technical standards is only a description of the service, unless HSM INFORMATIKA takes over a guarantee obligation to comply with these technical standards. If, at the conclusion of a contract related to the contract subject, quality assurance or an expiry date is submitted as well, they must be submitted in writing.

**2.6** Drawings, technical backgrounds and other information, whether material or non-material - including electronic formats - HSM INFORMATIKA claims unlimited proprietary, copyright and industrial rights; without written permission, these rights may not be made available to third parties nor be used for any other purpose other than the sale of products and/or services by HSM INFORMATIKA.

### **3. Software use**

**3.1** If software is included in the scope of delivery, regardless of the obligation to deliver the software to the customer, HSM INFORMATIKA retains all rights to the know-how, experience and all other results of the use of the software without the customer being entitled to any remuneration, unless otherwise expressly agreed otherwise. HSM INFORMATIKA has the unlimited right to use the know-how gained in relation to the implementation of the contract, in its business activities.

**3.2** If software is included in the scope of delivery, HSM INFORMATIKA hereby grants the non-transferable usage rights to the customer, in all cases and honoring the condition in the article 3.8.

**3.3** If software is delivered as an integral part of a device or is meant for a specific device, the customer may only use it with the hardware mentioned or together with the hardware with which the software is delivered, unless otherwise agreed. The use of software with a different device requires explicit written permission from HSM INFORMATIKA, even in cases of hardware errors, which require the customer to use a replacement device of the same type.

**3.4** If the software is delivered as an integral part of a device, a user manual requires an explicit written agreement. In order to provide maintenance and service documentation, an explicit written agreement is required in any case. When documentation is made available, the term "software" also includes documentation, in the context of these terms and conditions.

**3.5** If HSM INFORMATIKA does not explicitly grant a customer multiple licences, the customer receives only one software license, meaning that the customer may use the software on only one device or unit at a time, using one (virtual) profile. In the case of multiple licenses, the customer must comply with the instructions received by HSM INFORMATIKA and must note the place where each duplicate is located. These notes must be made available to HSM INFORMATIKA, if requested.

**3.6** Except in case of decompilation under the terms of the Copyright and Related Rights Act currently in use, the customer has no right to modify the software, develop it, translate it, extract any parts or connect it to any other software. The customer must not remove alphanumeric or other passwords, or manufacturer's data - especially copyright-related notices - and must transfer them unchanged to each and every safety backup.

**3.7** The customer who has received a device together with the software, who is not licensed to use the software for the purpose of professional further sale, may transfer the software to third parties only together with the device. In all other cases, further transfer of software to third parties and/or transferring rights to third parties are permitted only with prior written consent from HSM INFORMATIKA. In the case of transfer of usage rights to a third party, the customer must ensure that the third party is not further transferring these rights to other parties (in the same way HSM INFORMATIKA has transferred them to the customer), and that the third party is imposed at least those obligations already existing in relation to the software under the agreements with HSM INFORMATIKA. In case of further sales, the customer must not retain any copies of the software. Multiple licenses can only be sold together. The customer has no right to sublicense. In case of further sales, the customer is responsible for compliance with any export requirements and regulations, and HSM INFORMATIKA shall in that case be released from all obligations and sanctions.

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**3.8** If the customer is provided with software for which HSM INFORMATIKA owns only performance rights or open source software, the terms of contract which apply are those between HSM INFORMATIKA and the software licensor or terms of use applicable to open source software, which HSM INFORMATIKA will deliver to the customer if requested. In the event of violation of usage rights by the customer, both HSM INFORMATIKA and the licensor have the right to, in their own names, request anything that might come up in this situation.

**3.9** The customer is obliged to take care of the software and any documentation, in order to prevent possible misuse.

**3.10** HSM INFORMATIKA does not automatically assume the obligation to provide software maintenance. This requires a special agreement.

## **4. Delivery and delivery terms**

**4.1** Delivery of goods is done by a courier service, exclusively on the territory of the Republic of Croatia. By transferring goods to the courier, all the risks associated with the goods are transferred to the customer.

**4.2** If the customer accepts, HSM INFORMATIKA is entitled to partial delivery of goods.

**4.3** Compliance with the delivery and service terms assumes that all economic and technical issues between HSM INFORMATIKA and the customer have been clarified and that the customer has fulfilled all their obligations, such as submitting requested material, other permissions or attestations, or that payments have been made. If this is not the case, the delivery deadline will be extended by an appropriate amount. This does not apply if HSM INFORMATIKA is responsible for the delay.

**4.4** Delivery deadlines are deemed fulfilled, if the goods are ready for delivery by the end of the deadline. If followed by a handover (final check), what is considered is the handover date - except in the case of justified denial of the handover - or the announcement that the customer is ready for the handover.

**4.5** The delivery and service deadlines are prolonged in the case of force majeure (especially in the case of natural disasters), machine malfunction and other operating disturbances, in case of legal action between employees and employers (especially in the case of strikes and lockouts which prevent employees from working), as well as in case of unpredictable obstacles, as well as misconduct or misrepresentation not fault of HSM INFORMATIKA. If delivery or service is impossible due to the above circumstances, HSM INFORMATIKA has the right to withdraw from the contract.

**4.6** When the customer purchases software in the form of a license and/or electronic software delivery (ESD) from HSM INFORMATIKA, they are required to verify and confirm the authenticity and content they submitted during purchase to HSM INFORMATIKA, because the said e-mail address will be used as a reference for at least 7 days after the order. The customer's e-mail address will be used to send them a link to access the license portal.

On the license portal, the customer can download licenses. If the customer does not do so within the foreseen period, HSM INFORMATIKA does not assume responsibility or guarantee that the customer can access the above described information, and HSM INFORMATIKA also reserves the right to request reimbursement from the customer if repeating this process causes additional expenses to HSM INFORMATIKA.

The customer is obliged to keep any media provided when purchasing the license, because in case of loss, HSM INFORMATIKA won't be able to re-deliver installation media unless it's the latest version of the software owned by HSM INFORMATIKA.

When the customer buys software in the form of a package (retail), the customer is obliged to keep the software installation and the serial number, because HSM INFORMATIKA cannot obtain the serial number and media that the customer has received (this is dictated by the software manufacturer).

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## 5. Retaining ownership rights

**5.1** Delivered and/or implemented goods, as well as software usage rights (“sale with retained ownership rights”) remain the property of HSM INFORMATIKA until the full reimbursement of all, even future receivables arising from the business relationship with the customer, regardless of the kind of legal relationship, even when payments have been made for the marked receivables. In any case, HSM INFORMATIKA reserves the right to discontinue usage rights in any way, for example by abolishing the right to access the software, in the event that the customer or user infringe on any obligation to HSM INFORMATIKA, from any business relationship.

**5.2** Processing of products for further sales with retained ownership rights is carried out by HSM INFORMATIKA, which at any time and at any stage of processing retains ownership and rights to the products. This processing takes place free of charge and without obligation for HSM INFORMATIKA.

When the customer processes, merges or combines goods with other movable items that are not owned by HSM INFORMATIKA, HSM INFORMATIKA is entitled to co-ownership on the new item, in relation to the value of the products, while retaining rights for the other items used by the customer while processing, merging or combining. The same principle of retaining rights on products is also applied to a new item created by processing, mixing or combining.

In the event of product with retained rights merging with buildings or other parts of the land, the customer agrees that that, in the event of a delay in payment after the request of HSM INFORMATIKA, will unmerge the product with retained rights and transfer the ownership of these items back to HSM INFORMATIKA. In that case, these items are then considered products with retained rights, under these terms and conditions. Retention rights are excluded, especially because of the use of these items.

**5.3** The customer has the right to resell the product with retained rights under the terms of its regular business, subject to the right of ownership of the goods, subject to the provisions of this Section 5. In this case, the customer grants HSM INFORMATIKA all claims from further sales of the retained rights product, while retaining ownership rights that were the basis for the guarantee for all, even future, receivables by HSM INFORMATIKA from this business relationship, whether or not the product with retained rights was sold with or without processing and whether further sales were made to a single customer or more of them. HSM INFORMATIKA accepts this.

The customer has the right to charge deposited claims, even after this. Authorization of HSM INFORMATIKA that they only collect receivables remains untouched by this. However, HSM INFORMATIKA won't make any claims as long as the customer fulfills its payment obligations, until HSM INFORMATIKA has not revoked the billing authority, and no request has been made to open bankruptcy/liquidation proceedings over the party.

The customer must, if requested by HSM INFORMATIKA, report immediately in writing to whom it has sold goods, which claims arise from the sale and extradite them.

**5.4** The customer is not entitled to other types of good usage not named in paragraphs 5.2 and 5.3, especially not leasing or transferring insurance. At the request of HSM INFORMATIKA, the customer is obligated to report third party usage to HSM INFORMATIKA, for payments.

**5.5** In the event that the customer is acting in contravention of the contract, particularly in case of payment delays, HSM INFORMATIKA has the right to repatriate the product with retained rights, after warnings and contract withdrawal, while the customer is obliged to extradite the products. The request to open a bankruptcy/liquidation proceeding on a customer gives HSM INFORMATIKA the right with immediate effect, to waive the contract and to request an immediate refund of the product subject to the ownership right.

**5.6** The customer must promptly notify HSM INFORMATIKA in case of pawning, confiscation and other interventions by third parties. If a third party is unable to compensate HSM INFORMATIKA for judicial and extrajudicial costs of trial, the customer takes over the guarantee.

**5.7** The customer is obliged to fully assist HSM INFORMATIKA to protect their proprietary rights over the subject matter of delivery, in accordance with the legislation of the place of delivery and destination in the sense of the above agreements.

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## 6. Complaints and receipt of goods

**6.1** After receiving the goods, the customer must check it immediately to determine the quantities received and possible damage made in transport. In the event of transport damage, a record of damage must be made to ensure possible claims for damage compensation from the courier (the post office, freight forwarder, etc.). HSM INFORMATIKA must be informed of that damage record immediately.

**6.2** Complaints about possible defects can be lodged in writing only within 7 days after the receipt of the product, even when the relevant deficiency is not immediately visible. Hidden defects and poor construction must be sent to HSM INFORMATIKA in written form immediately after they have been established.

**6.3** If the customer was prevented from receipt of goods due to circumstances set out in paragraph 6.4 of these Terms and Conditions, the receipt deadline and the complaint deadline are extended to an appropriate time.

**6.4** If a service is owed or is explicitly contracted for handover, HSM INFORMATIKA informs the customer in writing that the work has been completed and is ready for delivery. If the receipt of goods is delayed for reasons beyond the control of HSM INFORMATIKA, it is considered that the service was performed 14 days after the written notification of readiness for a handover. HSM INFORMATIKA is obliged to indicate to the customer that the goods are deemed to have been handed over. This is equally valid for partial deliveries.

**6.5** Complaints are accepted according to the manufacturer's specifications for the product the customer has purchased. Service and spare parts are provided by an authorized representative for Croatia. When lodging a complaint for a faulty product, the customer must enclose a copy of the invoice, warranty sheet, a description of the defect, complete documentation and original packaging. The warranty does not cover damage caused by improper handling, mechanical damage, thunder damage, excessive voltage, or overuse of the device.

## 7. Returning faulty goods

**7.1** If there is a defect with the delivery or services provided by HSM INFORMATIKA and if a complaint was lodged in a timely manner in the sense of the paragraph 6.2 of these Terms and Conditions, HSM INFORMATIKA will repair or deliver replacement goods free of charge ("subsequent fulfillment"), if the defect was present in the appropriate time. In case of software deficiencies, HSM INFORMATIKA has the right to deliver a new version of the software in order to perform the repair.

**7.1.1** The deadline for receipt of goods or services by HSM INFORMATIKA (repaired or new) that were complained about within the deadline written in paragraph 6.2 in these terms and conditions, is 60 days from the time HSM INFORMATIKA informed the customer that the repaired or new product or the new software version was ready.

**7.1.2** After that time, HSM INFORMATIKA has no obligation to keep the repaired product, or to deliver a new product or software.

**7.1.3** Outside the warranty period, HSM INFORMATIKA has the right to charge the customer for failure diagnosis.

**7.2** It is considered that there is no defect if the goods are suitable for everyday use and have properties that are common for things of the same kind and which the customer expects. The customer is particularly aware that, according to the current state of the art, it is not possible to make software that would be completely error-free. The usability of disposable products is limited to first use. Furthermore, it is considered that there is no defect in case of incorrect installation instructions, if the assembly was performed correctly. If HSM INFORMATIKA delivers goods that are slightly different or in a slightly different quantity than agreed, there is also no defect. Also, it is considered that there is no defect in case of inadequate or inappropriate use, wrong storage, incorrect installation or deployment by the customer or third parties, normal wear, misuse or neglectful handling, improper maintenance, use of inadequate power, unsatisfactory construction, chemical, electrochemical or electric influences for which HSM INFORMATIKA is not responsible, in the case of software failures that cannot be reproduced, as well as for defects that don't appear in the software version HSM INFORMATIKA delivered as the last one to the customer, if the use of that last version is acceptable.

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**7.3** In order to undertake any subsequent fulfillment measures that HSM INFORMATIKA considers necessary, the customer must allow HSM INFORMATIKA time and opportunity after the agreement and especially if requested, send the goods in questions to HSM INFORMATIKA or any of the workshops that HSM INFORMATIKA determines necessary from case to case, otherwise HSM INFORMATIKA is released from the guarantee for the consequences that may result from this.

Defects in the delivered software must be described as detailed as possible. Only in urgent cases of security breach or defense against disproportionately large damage, in which case HSM INFORMATIKA must be notified in writing immediately, and in which case the customer has the right to remove the defect or employ a third party to do so, and can demand compensation from HSM INFORMATIKA for the required expenses.

**7.4** Customer claims for expenses required for subsequent fulfillment, in particular transport, road, work and material costs are excluded, if they disproportionately burden HSM INFORMATIKA or if expenses are increased because the goods are transferred to another place not first contracted for delivery. HSM INFORMATIKA may deny subsequent fulfillment, if it is associated with unreasonable costs.

**7.5** Replaced parts are owned by HSM INFORMATIKA.

**7.6** The customer has the right to waive the contract if subsequent fulfillment fails twice or HSM INFORMATIKA permits the passing of an appropriate timeline for subsequent fulfillment. If there is any basis to waive the contract, and the defect is only slight, the customer has only the right to reduce the contract price. The right to reduce the contract price is otherwise excluded.

**7.7** If the customer or a third party inexpertly tries to fix the goods (unauthorized service provider), HSM INFORMATIKA does not guarantee for the consequences that may arise. The same applies to modifications to the goods that were made without the prior approval of HSM INFORMATIKA, and to software modifications made by the customer or a third party outside the interface as foreseen by HSM INFORMATIKA.

**7.8** The customer may not claim a guarantee for defects, if the defect is known at the time of the contract agreement or is unaware because of negligence, even if the shortage was maliciously omitted to HSM INFORMATIKA and/or HSM INFORMATIKA provided a guarantee of quality related to the shortcomings.

**7.9** For used goods, with the exception of almost new and newly processed parts, a guarantee for defects in accordance with paragraph 9 is excluded.

**7.10** The statute of limitations on customer claims for the guarantee deficiencies referred to in this chapter 8 is twelve (12) months after the delivery of goods in the case of a sales contract and delivery contract from the factory or - if agreed upon - after deploying the goods or a service handover. The statutory limitation period does not apply if it is in contravention with the positive legal regulations.

**7.11** Further or different customer claims due to quality defects regulated by this chapter 8 by HSM INFORMATIKA or those assisting in their fulfillment, are excluded.

## **8. Intellectual property rights, legal deficiencies**

**8.1** Unless otherwise agreed, HSM INFORMATIKA is obliged to make delivery only to the place of delivery, without the transfer or assignment of Third Party Intellectual Property Rights ("Protective Rights"). If a third party raises claims against the customer for breach of trademark rights through the deliveries of HSM INFORMATIKA used under the contract, HSM INFORMATIKA warrants the customer their rights specified in these terms and conditions according to the following provisions.

**8.2** HSM INFORMATIKA will, according to their choice and at its expense, obtain these services or the usage rights, change them so that the protective rights are not violated or replace them altogether. If this is not possible under appropriate conditions for HSM INFORMATIKA, the customer has the right to waive or reduce the contract in accordance with the paragraph 8.6. of these terms and conditions. Section 9 of these terms and conditions applies to damage claims. The aforementioned obligations exist only if the customer has notified HSM INFORMATIKA immediately in writing about the third party requests, this does not acknowledge that there was a breach towards the third party, and HSM INFORMATIKA

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reserves the right to all defense measures and settlement negotiations. If the customer terminates the use of service, they are obligated to point out to third parties that the termination of use is not a recognition of a violation of the protective rights.

**8.3** If the customer itself is guilty of a breach of protective rights and/or where the violation of protective rights is caused by the customer's norms, an application that HSM INFORMATIKA could not foresee, by a change from the customer or using the service together with products not delivered by HSM INFORMATIKA, damage claims are excluded.

**8.4** For other legal deficiencies, chapter 10 of these terms and conditions is applied. Damage claims from the customer are regulated by chapter 11 of these terms and conditions.

**8.5** Further claims or customer claims not regulated in this chapter 9 towards HSM INFORMATIKA or those assisting in their fulfillment, related to legal deficiencies, are excluded.

## **9. Warranty**

**9.1** HSM INFORMATIKA answers only for the foreseeable damage incurred through the usage of HSM INFORMATIKA products and services, and only in case the damage was a result of intent or gross negligence of HSM INFORMATIKA or its employees. In any case, HSM INFORMATIKA does not answer for data loss that may arise through the use of HSM INFORMATIKA products and services. HSM INFORMATIKA does not answer for any lost profits and/or lost customer transactions caused by HSM INFORMATIKA products and services. The customer, by purchasing and using products and services from HSM INFORMATIKA, declares that they will use them at their own risk.

**9.2** HSM INFORMATIKA provides only those guarantees and warranties that were given to the customer in writing.

**9.3** The customer must take all necessary and reasonable measures to prevent or limit damages, and in particular, it must take care of regular backups for software and data. When retrieving data, HSM INFORMATIKA can give guarantees only under provisions from paragraphs 11.1 and 11.2, only when the customer has ensured that the data may be reconstructed from other data, with justified costs.

**9.4** Further or other damage claims not regulated by chapter 9 towards HSM INFORMATIKA or those assisting in their fulfillment - no matter what the legal reason - are excluded.

## **10. Website information**

**10.1.** HSM INFORMATIKA invests maximum efforts to keep the information on their website up-to-date and accurate. HSM INFORMATIKA cannot guarantee a 100% accuracy of all product and service information. In certain rare cases, there are possible deviations in comparison of the actual data and the data available on the website. HSM INFORMATIKA cannot be held responsible for any damages arising from the use of information from this web site for purposes beyond its intended purpose. HSM INFORMATIKA obliges to apply maximum security measures to protect the interests of its customers to prevent any misuse of information.

Product photos do not always have to match the products that can be purchased and should only be understood as informative illustrations. For more information, contact HSM INFORMATIKA's sales department via e-mail, at:

[hsmsales@hsm.hr](mailto:hsmsales@hsm.hr)

### **10.2. Cookie usage**

#### **10.2.1. What are cookies?**

Cookies are information saved to your computer by the website you visit. Cookies usually save your site settings, such as your preferred language or used profile. Later, when you visit the same website again, the web browser sends back the cookies that belong to that website. This allows the page to display information tailored to your needs.

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Cookies can store a wide range of information. However, this information can only be saved if you allow it - websites cannot gain access to information you haven't allowed them to and cannot access other files on your computer. Default activity of saving and sending cookies is done in the background and is not visible to you. However, you can change your browser settings so that you can choose whether you want to allow saving cookies, automatic deletion of cookies when you close your browser, etc.

### 10.2.2. How to disable cookies?

By disabling cookies, you decide whether you allow cookies to be stored on your computer or not. Cookie settings can be controlled and configured in your browser settings. If you disable cookies, you won't be able to use certain site functionalities.

### 10.2.3. What kind of cookies does HSM INFORMATIKA use and why?

HSM INFORMATIKA primarily uses cookies to help our website provide a better user experience. Cookies are used to remember user data and settings. There are also external services that save limited cookies. These cookies are there to ensure normal functioning of certain features that make it easier for users to access content. Currently, cookies that measure website engagement are enabled (Google Analytics, HotJar, Google Tag Manager and New Relic). The aforementioned services do not collect personal information about the HSM INFORMATIKA website visitors and do not identify people when visiting the site. **The collected data is used solely for obtaining statistical data on website visits and is analyzed by HSM INFORMATIKA solely in anonymous form.**

#### Additional information

There are currently several websites where you can disable cookies for various services. More information can be found by visiting the following links:

- <http://www.allaboutcookies.org/>
- <http://www.youronlinechoices.eu/>
- <http://www.aboutads.info/choices/>

By registering on this website, you acknowledge that you are fully acquainted with and accept the terms and conditions of use listed here.

## 11. Privacy policy

### 11.1. About the Privacy policy

**11.1.1.** This is the privacy policy put into effect by HSM - INFORMATIKA d.o.o., Zagreb, Ulica grada Mainza 19, PIN: 72035282410 (hereinafter: "Company" or "Us"). In this respect, the Company has the position of a processing manager for your personal data.

**11.1.2.** This Privacy policy applies to our customers and those who use our services, as well as those interested in becoming that (hereinafter: "Clients" or "You").

**11.1.3.** This Privacy policy details the way we handle the privacy and usage of your personal data. The Privacy policy applies only to natural persons and their personal information.

**11.1.4.** This version of the Privacy policy applies from May 25, 2018. The Privacy policy will be subject to regular audits, and each updated version will be placed on this website.

**11.1.5.** In case of any questions or requests regarding the handling or protection of your personal information, please contact us via e-mail, at: [gdpr@hsm.hr](mailto:gdpr@hsm.hr)

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## **11.2. Which personal data do we process?**

**11.2.1.** We process only that personal data which you have provided us with, either during initial contact or in further communication (for example, during a phone call, through e-mail, etc.), or those that came from our business dealings.

### **We process the following personal data:**

Your identification information - first and last name, address (street and house number, city, ZIP code, country)

Your contact information - cell phone and landline numbers, fax numbers, e-mail address, IP address, contact address (street and house number, city, ZIP code, country)

Additional information necessary for business purposes - company name, type of user (private or business); bank account information necessary for the realization of a business relationship.

## **11.3. Why do we process your personal data?**

**11.3.1.** Your personal data is processed because you are our customer or use our services, or have expressed interest in becoming so (for example, you have signed up for our newsletter or have sent us inquiries).

### **Your personal data is processed for the following purposes:**

#### **Contract agreement and implementation**

We process your personal data required to process, accept and complete your inquiry, order, purchase or other mutual agreement.

#### **Fulfilling our legal duties**

We process your personal data in order to fulfill our duties - when and how the positive law regulations require us to do so. In that case, the basis for processing your personal data is the fulfillment of our legal duties.

#### **Purchase and request information**

We process your personal data to inform you about the status of your requests, service deliveries or the like, all with the goal of giving you complete information. In that case, the basis for processing your personal data is our legitimate interest.

#### **Newsletters (HSM NEWS)**

We process your personal data so that we can notify you about interesting events and our services and products, all with the goal of giving you complete information. In that case, the basis for processing your personal data is our legitimate interest or your consent, depending on the specific case.

#### **Other cases**

To protect our legitimate interests as a company (for example, when necessary for the purposes of conducting judicial, misdemeanor or other court proceedings or, where necessary, to ensure an adequate level of protection). In that case, the basis for processing your personal data is our legitimate interest.

## **11.4. Who has access to your personal data?**

**11.4.1.** We regard your personal data as a business secret and protect them as such, in accordance with applicable legal regulations and best practices.

### **11.4.2. Third parties have the right to access and process your personal data only in the situations described below:**

Legal person with whom we cooperate and which enable or help us work properly. For example, people who develop and maintain IT solutions we use. In this case, these legal persons process your personal data exclusively for our purposes;

People we work with when we consider it necessary to protect certain legitimate interests. For example, tax advisers or other counselors. In that case, those persons will process your personal data exclusively for our purposes;

Competent bodies in the conduct of oversight over the legality of our business and conduct, as well as other legal persons when it is necessary for the performance of some of our statutory duties, such as an auditor. In that case, these legal persons process your personal information for the purpose assigned to them by law.

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### **11.5. Is your personal data transferred to third countries?**

Your personal data will not be disclosed to third countries (outside the European Union).

### **11.6. How do we protect your personal data?**

**11.6.1.** Protecting your personal data is extremely important to us. **Some of the protection measures we take are the following:**

Implementing pseudo anonymization whenever possible;

Applying state-of-the-art methods of protection and control of access to data resources containing personal data;

Continuous monitoring of all resources (physical spaces where your data is stored) used to process your personal data.

### **11.7. What is the timeline for storing your personal data?**

**11.7.1.** For data where there is a legally defined deadline, your data will be stored throughout that period and will be deleted after an additional period of one year.

**11.7.2.** Your personal data, when you are our client, for which there is no legal deadline for storage, are kept for the entire duration of the contract we have signed with you. Upon termination of the contract, your data will be deleted after an additional period of 6 years from the termination of the contract (the statutory period of 5 years, increased by 1 year for deletion).

**11.7.3.** Personal data which we process based on our legitimate interest are kept as long as there is legitimate interest, and is deleted in a period of 1 year from the end of our legitimate interest.

**11.7.4.** The personal data we process on the basis of your consent will be kept as long as we have your consent. In the event of withdrawal of consent, we will delete them as soon as possible.

### **11.8. Your rights**

**11.8.1.** If you choose to exercise one or more of the rights listed below, the Company has the right to verify your identity, all for the purpose of protecting your personal information.

**11.8.2.** Your rights are made available to you free of charge. However, if your requests to access or transfer your personal data are frequent (for example, if your last request was less than 6 months ago) or excessive (for example, if you request all of your personal data in writing), we have the right to ask you to settle these costs yourself, before carrying out such actions.

**11.8.3.** Access to your personal data: you have the right to request confirmation on whether we process your personal data, as well as access to your personal data that we process. You can send your request via e-mail, at: [gdpr@hsm.hr](mailto:gdpr@hsm.hr)

**11.8.4.** Correcting incorrect personal data: you have the request correction of your incorrect personal data, as well as the right to supplement your personal data that we process. You can send your request via e-mail, at: [gdpr@hsm.hr](mailto:gdpr@hsm.hr)

#### **11.8.5. Downloading your personal data**

You have the right to download and request the transfer of your personal data. You can send your request via e-mail, at: [gdpr@hsm.hr](mailto:gdpr@hsm.hr)

**11.8.6.** The right to withdraw consent and the right to forget: You have the right to withdraw your consent for processing your personal data, as well the right to request that your personal data that we processed based on your consent is permanently deleted. You can send your request via e-mail, at: [gdpr@hsm.hr](mailto:gdpr@hsm.hr)

**11.8.7.** Complaints against processing or handling your personal information: You have the right to object to the processing of your personal data as well as to our general manner of handling your personal information. Please send us your request via e-mail, at [gdpr@hsm.hr](mailto:gdpr@hsm.hr), with the subject title being "Objection against processing" and the body of the message being an explanation for the reason of the complaint, as well as your request.

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**11.8.8.** Right to complain to the Personal Data Protection Agency as the Client: at any time, you have the right to complain to the Personal Data Agency ([www.azop.hr](http://www.azop.hr)), regarding the processing and protection of your personal data.

## **12. Qualified users of educational licenses**

**Educational institution must meet one of the following criteria:**

An accredited public or private elementary, secondary or higher education institution that provides full education. This includes kindergartens, elementary school, high schools, schools for the disabled, schools for teacher training, technical schools, higher education institutions, research institutes, adult education centers, and state or state subsidized facilities for retraining the unemployed.

Offices of various boards and committees of educational institutions (for their own needs).

Hospitals that are wholly owned and operated by educational institutions. Wholly owned means that the educational institution is the only hospital owner.

Research labs engaged in research work for the purposes of student education, which are able to provide a copy of the by-laws confirming this.

**Qualified individuals must meet one of the following criteria:**

Students - enrolled in a higher education institution (public or private) or a polytechnic college providing education for no less than two years, equivalent to a higher education institution

Primary and secondary school students - students enrolled in accredited public or private primary or secondary schools

Faculty staff - teachers and employees of accredited primary or secondary schools, public or private universities or polytechnic schools

## **13. Safety provisions**

The client is responsible for compliance with national laws, regulations and safety regulations, particularly regarding the approval, installation, operation, maintenance and repair of the items delivered and is obliged to comply with them. The client obliges to release HSM INFORMATIKA from all claims arising out of non-observance of such regulations by the client.

## **14. Competent court, applicable law, acquaintance with General Terms and Conditions**

**14.1** For all possible disputes arising out of/due to the delivery of products/software/services, the jurisdiction is that of the truly competent court in Zagreb.

**14.2** The applicable law is the positive law of the Republic of Croatia, excluding provisions on the avoidance of conflict of laws. The use of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

**14.3** It is considered that every customer that purchases goods or services from HSM INFORMATIKA is familiar with these General Terms and Conditions (always the current version) and all legal consequences, rights and obligations arising from them, at the time of handing over the invoice / concluding of the contract / using the HSM INFORMATIKA website.

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## Company information

HSM-INFORMATIKA d.o.o.

Grada Mainza 19, 10 000 Zagreb

Working hours: Monday to Thursday (8.00 AM to 4.30 PM), Friday (8.00 AM to 2 PM)

PIN: 72035282410

VAT: HR72035282410

The company is registered in the Register of Commercial Courts in Zagreb, MBS: 080090780, share capital: 1.972.400,00

kn (paid in whole), MB: 3494080

CEO: Juraj Urbanke

IBAN:HR6925030071100020484, Sberbank d.d., Varšavska 9, Zagreb

IBAN: HR3223400091100211192, Privredna banka Zagreb d.d., Radnička cesta 50, Zagreb

IBAN: HR5423000001101458163, Zagrebačka banka d.d., Trg bana Josipa Jelačića 10, Zagreb

## Contact information

For questions related to the sale of HSM INFORMATIKA products and services, please contact us at:

e-mail. [hsmsales@hsm.hr](mailto:hsmsales@hsm.hr), phone. +385 01 3908 930

For questions related to marketing activities and events of HSM INFORMATIKA, please contact us at:

e-mail. [hsminfo@hsm.hr](mailto:hsminfo@hsm.hr), tel. +385 01 3908 930

In the event of any questions or requests regarding the handling or protection of your personal data, please contact us at:

e-mail. [gdpr@hsm.hr](mailto:gdpr@hsm.hr)

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