

# Terms and Conditions for the provision of Storyous services (hereinafter also "T&Cs")

## 1. Interpretative provisions

- 1.1 **Provider:** SaltPay d.o.o., with registered seat at Kapucinski trg 5, Varaždin, Republic of Croatia, PIN: 57731618918, MBS: 070154945, EUID: HRSR.070154945, registered in the Court Register maintained by the Commercial Court in Varaždin.
- 1.2 **Customer:** the Customer is a person - entrepreneur who enters into a contract for the purpose of using the Services (hereinafter also referred to as the "**Contract**") in the course of his/her business activity. The Customer is also a person who initiates negotiations for the conclusion of the Contract.
- 1.3 **T&Cs:** these T&Cs regulate the rights and obligations regarding all services provided by the Provider. The Specific Terms and Conditions ("**Specific Terms**") then contain a detailed description of each Service and specific rules for that Service, which may differ from these T&C. In the event of a conflict between the T&C and the Specific Terms, the Specific Terms shall prevail and the T&C shall apply in the alternative. The Specific Conditions form an Annex to these T&C (and may be amended as the T&C) as an integral part of the T&Cs and the Contract.
- 1.4 **Price List:** the Price List contains prices for individual Services, the purchase price of equipment, prices for rental of terminal equipment, other prices for products or services offered and the amount of contractual penalties for breach of obligations under the Agreement.

## 2. Order and conclusion of the Contract

- 2.1. The Contract is concluded on the basis of an order made by the Customer (by telephone, in writing, even electronically) (hereinafter referred to as "**Order**"). When placing an Order, the Customer is obliged to provide correct and complete information about his/her person. The Provider shall subsequently confirm the Order in writing (or electronically) and send the User an proforma invoice for payment of the price for the ordered Services, including the current version of the T&C or by reference to those T&Cs available on the Provider's website. By paying the invoice in question, the Customer confirms the accuracy and completeness of the Order and agrees to these T&Cs, and these T&Cs become part of the Contract, and at the moment of payment of the invoice the Contract is concluded and becomes binding for the contracting parties.
- 2.2. By agreeing to these T&Cs, the Customer confirms that he/she has read and agrees to these T&Cs as in force and effect at the time of giving consent under this clause.
- 2.3. The Contract is concluded for an indefinite period.
- 2.4. The provisions in the Contract shall prevail over the provisions in the T&Cs.

## 3. Price and payment terms

- 3.1. The Customer is obliged to pay the price for the Services in the amount set out in the [Price List](#) in force at the time the Services are provided.
- 3.2. The Customer undertakes to pay the price of the Services on a monthly basis on the basis of an invoice issued by the Provider, with a due date of 14 calendar days. After payment of the advance invoice, the Provider shall issue an invoice (tax document) to the Customer.
- 3.3. The advance invoice shall be issued on a monthly basis starting from the date of conclusion of the Contract.
- 3.4. The Customer agrees that the Provider will send invoices or advance (proforma) invoices to the Customer in electronic form to the email address of the Customer specified in the Order, or in the Provider's database, or via the user interface (if the technical settings of the user interface allow it).

- 3.5. Any bank charges (costs) for payment transactions shall be borne by the parties as incurred (i.e. each party shall bear its own charges). The Customer shall always bear the full cost of the payment transaction for foreign payments.
- 3.6. The parties may agree in writing on individual price and payment terms. In the event of such agreement, these individual terms and conditions shall take precedence over the Price List.
- 3.7. The Provider is entitled to unilaterally change the prices in the Price List. In the event of a change in prices in the Price List, the Provider is obliged to notify the Customer of this change at least 30 (in words: thirty) calendar days before the change takes effect. The Provider shall publish the Price List in the administration of the User Interface, on the web portal <https://storyous.com/hr/>, and/or by e-mail sent to the Customer, as specified by the Customer in the Order, or in the Provider's database.
- 3.8. In the event of disagreement with the change in the amount of the price in the Price List for the Service used by the Customer, the Customer may terminate the Contract in writing no later than the moment the new Price List (or the new price for the Service) comes into effect. The termination shall be effective, and the Contract shall therefore terminate on the effective date of the new Price List. The Customer may also agree to the change in the Price List by not terminating the Contract.

#### **4. Termination of the Contract**

- 4.1. The Parties have the option to terminate the Contract for any reason or for no reason at all. Termination must be in writing and delivered to the other party. The notice period shall be 3 (three) calendar months and shall commence on the day following the date of delivery of the notice to the other Party. The Provider shall invoice the price of the Services provided during the calendar month in which the notice period has expired in accordance with these T&Cs.
- 4.2. Each Party shall be entitled, without leaving adequate subsequent deadline for fulfillment and with immediate effect, to withdraw from the Contract in the event of a material breach by the other Party. A material breach of the Contract by the Customer is in particular:
  - 4.2.1. Default by the Customer in the payment of any outstanding debt billed by the Provider to the Customer under the Contract which lasts for more than 14 days;
  - 4.2.2. Repeated delay of the Customer in payment of a due debt billed by the Provider to the Customer under the Contract;
  - 4.2.3. Infringement of intellectual property rights by the Customer;
  - 4.2.4. Repeated breach of any other obligation of the Customer under these T&Cs and/or the Contract.
- 4.3. The Customer shall have the right to withdraw from the Contract in the event of a complete non-functioning of the Services (total outage) lasting more than 5 consecutive business days and/or a total of 15 business days in a calendar year.
- 4.4. If this Contract is terminated, all further rights and obligations of the parties shall cease, except:
  - 4.4.1. Those which, due to their nature and according to the will of the Parties, are to continue after the termination of the Contract, in particular the rights and obligations contained in the provisions on damages, contractual penalties, the obligation of confidentiality or provisions for the protection of the Provider's copyrights;
  - 4.4.2. and the Customer's obligation to pay the ordered obligations, i.e. in particular the price of the Services until the termination of the Agreement.
- 4.5. If the Customer does not log in to his/her user account for more than 18 months, the Provider is entitled to cancel such inactive user account and withdraw from the Agreement.
- 4.6. The Customer undertakes to return to the Provider within 5 days from the date of termination of the Contract all technical equipment, documents, hardware, software, etc., provided by the Provider in connection with the provision of the Service, unless the Customer is the exclusive owner of these items.
- 4.7. In the event that the Customer terminates the Contract despite having prepaid for the Services, the Provider shall not be obliged to refund the amount to the Customer.

## 5. Liability for damages and compensation

- 5.1. The Provider is not liable for damages caused by force majeure, such as natural disasters, natural events, war or terrorist events, etc.
- 5.2. The Provider is not responsible for services provided by other entities, in particular operators of payment systems, payment methods, their quality, quantity or any consequences, nor for rights and obligations associated with these services, accessory, etc.
- 5.3. The Provider shall not be liable for damages resulting from interruptions of the Services, or interruptions on the part of service providers or for damages resulting from actions necessary to ensure the operation of the Provider's Services (e.g. software updates, server configuration, etc.).
- 5.4. The Provider shall not be liable to the Customer or any third party for any lost profits. The pre-determined amount of actual damages from a single damage event caused by the Provider (and for which the Provider is liable) shall not exceed and is limited to the amount corresponding to the amount of the price paid for the Services provided for the last full three calendar months preceding the calendar month in which the relevant damage event occurred.

## 6. License

- 6.1. The Customer hereby acknowledges and agrees that the Services, or the Provider's system is operated and provided by the Provider as a so-called "Saas" (Software as a Service), i.e. the Customer does not own or purchase the software itself forming the Provider's system, but uses the services for the duration of the Contract for the agreed price. In this context, the Provider grants the Customer a non-exclusive right to exercise the right to use the Provider's Services for a selected number of devices (hereinafter referred to as the "**License**"), solely for the purpose of proper use of the Services for the duration of the Agreement. The fee for granting the License is included in the price of the Service.
- 6.2. The customer is not entitled to grant a sub-license. The Customer is entitled to assign the Licence, including to a person who forms a concern with the Customer within the meaning of the provisions of Title VI. of the Companies Act, only with the prior express consent of the Provider. The Subscriber is not entitled to reproduce the Provider's system for the purpose of distribution, to distribute or in any way communicate to third parties, to rent or lend it, unless the Provider has given prior express consent. The Customer shall also not be entitled to exceed the quantitative scope of the Licence agreed in the Agreement or set out in these T&Cs. The Customer shall not modify, reverse engineer, recompile, convert from the source code of the Application, access the source code and shall not make the source code of the Application available to any third party. The Customer is not entitled to use the Provider's system for any purpose contrary to these T&Cs or applicable law.

## 7. Rights and Obligations of the Parties

- 7.1. The Customer is obliged to comply with the valid and effective legislation of the Republic of Croatia and the European Community when using the Provider's Services.
- 7.2. The Provider is entitled to limit or interrupt the functionality of the Services or access to them for the time necessary for maintenance or repair of the Services or any other reason on the part of the Provider or a third party.
- 7.3. For operational or other reasons, the Provider may change the technical design of the Services.
- 7.4. The Parties shall be obliged to maintain the confidentiality of the facts constituting trade secrets and confidential information of the other Party.
- 7.5. The Provider shall have the right to unilaterally set off at any time its payable and unpayable receivables from the Customer (including receivables on account of the price of services arising from titles other than the Contract) against the Customer's payable and unpayable receivables from the Provider.

- 7.6. The Customer shall not be entitled to set off any of its claims against the Provider's claims against the Customer without the Provider's written consent.
- 7.7. The Customer shall not have the right to assign its receivables from the Provider to a third party without the Provider's written consent.
- 7.8. The data that are processed within the Provider's system when providing the Services (hereinafter also referred to as "**Data**") are located on the server by the hosting provider. The Customer is fully responsible for the content of the Data that is processed within the provision of the Services. In the event of termination of the Agreement, the Provider guarantees access to the Data located on the Provider's servers for a period of 18 months from the termination of the Agreement.
- 7.9. The Provider has implemented organizational and technical measures to ensure the security and protection of the Customer's Data. In particular, the Provider will not provide or disclose specific Data to third parties, except for those Data that the Customer itself decides may be disclosed. In this context, the Customer understands and agrees that the Provider has access to certain parts of the Customer's user interface in order to perform its obligations under the Agreement, in particular, e.g. the technical support service.
- 7.10. The Customer agrees to download, process, store and use the Data that is processed within the Provider's system during the provision and use of the Services by the Provider for the following purposes: i) for the Provider's internal use, for the development of the Company's products and for the presentation of the Company's tailored product offerings to Customers; ii) for processing and publishing (including transmission to the Provider's contractual partners) in aggregated or anonymous form (e.g. for the purposes of various studies, statistical reports, infographics, case studies, etc.). The Customer agrees that the Data shall be downloaded, processed and stored within the Provider's database even after the termination of the provision of the Services, including the Data obtained from the relevant sources after the end of the Contract until the disconnection of the sources from which the Data originated.
- 7.11. In connection with the provision of the Services, the Provider, as the administrator, processes the personal data of the Customer or its representatives. The information and conditions of this processing are described and defined in the information memorandum on personal data protection available on the Provider's website. By concluding the Agreement, the Customer confirms that he/she has read the information memorandum on personal data protection.
- 7.12. In the event of a breach of the Customer's obligations arising from legal regulations and/or the Contract, the Provider is entitled to make the Services unavailable to the Customer.

## **8. Changes to the T&Cs**

- 8.1. The Provider is entitled to unilaterally change these T&Cs, especially due to changes in legal regulations, technological changes affecting e.g. communication with Customers and/or the method of concluding, changing and terminating the Contract, but also due to expansion or changes in equipment/hardware/services provided by the Provider. The Provider is also entitled to unilaterally change the T&Cs if market conditions or business conditions of business partners with whom the Provider cooperates change (e.g. change of delivery conditions of transport companies, etc.) and whose services are used by the Provider in providing performance to Customers.
- 8.2. The Customer shall be notified of the changes and amendments via the user interface and/or e-mail message to the address specified in the Agreement at least 20 (in words: twenty) days before they take effect. In the event of disagreement with the change and amendment of the T&Cs, which has been made to the Customer's disadvantage, the Customer may terminate the Contract in writing, no later than the moment the new T&Cs come into force. The termination shall be effective and the Contract shall terminate on the date of the entry into force of the new T&Cs. The Customer may also agree to the new T&Cs by not terminating the Contract.

## **9. Final provisions**

- 9.1. The Provider reserves the right to limit or terminate the provision of the Services at any time without compensation, even without prior notice.
- 9.2. Relations arising from the T&Cs and the Agreements are governed by the law of the Republic of Croatia. All disputes between the Parties arising out of or in connection with the Contract shall be settled by the general courts of the Republic of Croatia.
- 9.3. These T&Cs come into force and effect on 01.02.2022.