Hrvatski Telekom d.d., Radnička cesta 21, Zagreb (hereinafter: "HT"), provides for the use of the My Telecom Business portal and all related modules, pages and services that belong to the poslovni.hrvatskitelekom.hr domain (hereinafter jointly referred to as: "My Telecom Business portal"). The use of the My Telecom Business portal (modules, contents, services and pages) is regulated by these Terms and Conditions of Use of the My Telecom Business Portal of Hrvatski Telekom d.d. (hereinafter: "Terms and Conditions of Use").

# Article 1

#### **Content of the My Telecom Business Portal**

My Telecom Business portal allows registered customers to administer HT services on the internet. My Telecom Business portal consists of several different modules, such as Services, Orders, Invoices, Disturbances, Customers and other additional modules allowing for better use and management of HT services (jointly referred to as: "My Telecom Business portal modules").

Services module allows for, inter alia, browsing of fixed-line and mobile customer services and their details.

Orders module allows for, inter alia, browsing of previous fixed-line and mobile orders as well as monitoring of the statuses and viewing of details of the currently active ones.

Invoices module allows for, inter alia, online browsing of invoices and itemised call lists.

Disturbances module allows for, *inter alia*, reporting and viewing of information about the statuses of reported fixed-line and mobile disturbances, as well as viewing of information about the statuses of devices sent for repair.

Customers module allows for, *inter alia*, creating, deleting and editing of additional user accounts on the My Telecom Business portal, as well as managing, creating, deleting and editing of My T-Mobile user accounts.

HT reserves the right to discontinue, add and change the appearance, content and Terms and Conditions of Use of the My Telecom Business portal and all modules, applications, services and subpages that make its integral part, without any prior announcement.

By accepting these Terms and Conditions of Use, the Customer acknowledges to agree to the fact that the services and contents of the My Telecom Business portal may include advertisements, notifications, administrator's messages and similar notifications provided by HT with a view to regularly informing the Customer about the services they use and the contents provided on the My Telecom Business portal.

# Article 2

### **Use of the My Telecom Business Portal**

By registering to the My Telecom Business portal, the Customer gives their express consent that HT may process, in compliance with the Personal Data Protection Act, the data provided in the registration form for the purpose of registration, i.e. for the purpose of exercising the rights and obligations under these Terms and Conditions, as well as any other personal data related to additional usernames for which the Customer requests registration or which the Customer creates themselves on the interface of the My Telecom Business portal.

### Registration

My Telecom Business portal is intended exclusively for business customers of fixed-line and/or mobile services. For the purpose of these Terms and Conditions of Use, the notion "customer of the My Telecom Business portal" implies a single business customer who uses fixed-line and/or mobile services (hereinafter: "Customer"). A business customer who uses fixed-line and/or mobile services shall submit an appropriate request on a valid HT form in order to become a customer of the My Telecom Business portal. HT may at its discretion allow for registration by electronic means at <a href="https://poslovni.hrvatskitelekom.hr/registracija/">https://poslovni.hrvatskitelekom.hr/registracija/</a>.

# **Main Administrator**

By registering to the My Telecom Business portal, a single user account of the main administrator will be created (hereinafter in these Terms and Conditions: "main administrator") for the Customer. The Customer will be sent the main administrator's username and password to the address specified for the delivery of user data. The main administrator has the right to access only the My Telecom Business portal, i.e. all the modules of this portal where the main administrator can browse data related only to the Customer concerned. The main administrator can create additional usernames of the Customer concerned for access to My Telecom Business and My Telecom portals. For each additional username, the main administrator can define access right levels per module and allow this username the possibility to create additional usernames.

By registering to the portal, the customer confirms that they have been informed of the Terms and Conditions of Use of the My Telecom

Business portal, in particular of the following changes that take effect with the activation of the user account on the My Telecom Business portal:

- The customer shall no longer receive written itemised fixed-line call lists for any of the account numbers registered under the
  personal identification number (OIB) of the company, rather such lists shall be delivered to the My Telecom Business user
  account.
- The customer shall no longer receive fixed-line invoices by electronic means (CD) and itemised fixed-line call lists by electronic
  means (CD) for any of the account numbers registered under the personal identification number of the company, if the customer
  used to receive invoices and itemised call lists in such a manner.
- The customer shall no longer receive written itemised mobile call lists for any of the account numbers registered under the personal identification number of the company, rather such lists shall be delivered to the My Telecom Business user account. The customer shall no longer receive mobile invoices by electronic means (CD) and itemised mobile call lists by electronic means (CD) for any of the account numbers registered under the personal identification number of the company, if the customer used to receive invoices and itemised call lists in such a manner.
- A main administrator account shall be created, the owner of which will have the right to access all the data on the My Telecom Business portal that relate to the customer concerned (on the basis of the OIB number), including viewing of all services, orders, disturbances, disturbance reports, invoices, itemised call lists and other files.

#### **Related Companies**

My Telecom Business portal allows several related companies to jointly use the portal concerned, in accordance with special regulations. All companies that will jointly use the My Telecom Business portal in such a manner also have to fill in and send to HT a registration request for the My Telecom Business service. Each of the listed companies will be able via the My Telecom Business portal to access only the data that relate to the particular company specified in the request, but not the data of other companies with which it jointly uses the My Telecom Business portal, unless otherwise provided for in a special written agreement of the related companies. Information about the main administrator who can browse all the data and modules of the My Telecom Business portal for the company specified in the request shall be sent to the Customer's address indicated for the delivery of user data.

#### **User Account**

By signing the request, the Customer accepts these Terms and Conditions of Use, which will be later confirmed also by the Customer's main administrator, as well as any additional user created by the main administrator. By using the My Telecom Business portal, the Customer confirms that they are at all times informed of the current version of the Terms and Conditions of Use and that they accept them in their entirety.

### Article 3

# Copyrights

Contents on the My Telecom Business portal are copyright protected. Documents, data and information published on the My Telecom Business portal shall not be reproduced, distributed or used otherwise without the explicit consent of HT or in any manner that may cause damage to HT or any third party. Documents, data and information published on the My Telecom Business portal may be used only for the individual needs of the Customer and under their own responsibility, subject to the observance of all copyright and proprietary rights as well as third party's rights and in accordance with these Terms and Conditions of Use.

# Article 4

# Obligations of the Customer and Liability for Damages

When using the My Telecom Business portal, the Customer shall not act irresponsibly, i.e. shall avoid the following:

- Publication, sending and exchange of contents infringing the current applicable laws, as well as contents that are offensive, vulgar, threatening, racist, sexist or otherwise damaging;
- Publication, sending and exchange of information that are known or assumed to be false and the use of which may cause damage to other customers;
- Misrepresentation, i.e. representation in the name of another legal or natural person;
- Manipulation of identifiers in order to cover the origin of the content published on or sent via the My Telecom Business portal;
- Violation of Article 3 of these Terms and Conditions of Use, including publication, sending and exchange of contents and/or use of subject matter or rights protected by intellectual property rights;
- Publication, sending and exchange of unsolicited contents to customers or other persons without their consent or request, or by deception:
- Deliberate publication, sending and exchange of contents containing viruses or similar computer files or programmes designed to destroy or limit the functioning of any computer software and/or hardware and telecommunications equipment;
- Collection, keeping and publication of other Customers' personal data and usernames of the My Telecom Business portal.

The Customer shall keep their username and password, which jointly make the Customer's digital identity to be used by the Customer to identify themselves in relation to HT, strictly confidential and protect them with due care, including any other customer identifier assigned by HT during their customer/subscriber relation with HT, in particular against unauthorised access, and shall not disclose them or otherwise make available to other parties, i.e. unauthorised persons. The Customer shall be solely responsible for any action, including any expression of will given under any username and password, which shall be considered an action by the Customer whose username and password are concerned.

When using the My Telecom Business portal, the Customer shall undertake the appropriate safety measures, including also logging off each time after using the My Telecom Business portal, especially if they are not using their own computer, in order to avoid any possibility of misuse. The same applies to taking all the necessary protection measures to avoid different types of internet frauds.

The Customer shall not use HT services and servers in any manner that may jeopardise their work. In the event of any suspected misuse of services and/or servers, HT reserves the right to undertake any actions necessary to ensure proper work of services and/or servers, which encompasses control of server-hosted contents, which can be removed if it is determined that the provision of such contents, i.e. the use of the My Telecom Business portal is contrary to these Terms and Conditions and/or legal regulations. HT shall not in any way be held liable for the contents concerned or their loss and/or damage.

HT cannot be held liable for damage arising from the misuse of contents and services on the My Telecom Business portal by an unauthorised person, as well as for any damage that may be caused to the Customer or any third party in relation to the use of contents that can be accessed through the My Telecom Business portal, relating in particular to invoices and itemised call lists.

If any unauthorised use of the Customer's username and/or password is suspected, the Customer shall immediately change their username and/or password. The Customer shall immediately notify the HT Customer Service if they suspect a potential misuse and/or unauthorised use of their username and password. The Customer shall regularly change the password for each username to prevent any potential misuse and unauthorised use of their username and password from taking place.

Customer's education (for example, on proper conduct on the internet and avoidance of related risks and frauds) and the application of safety and other measures necessary to protect Customer's subscriber equipment, computer programmes and data are the sole responsibility of each individual Customer. Customers explicitly confirm that they have been informed of the fact that, for security reasons, HT shall never request from its Customers to enter their user data by e-mail.

HT waives all liability for any damage that may arise from the use of contents and services on the My Telecom Business portal that is contrary to the provisions of legal regulations, these Terms and Conditions of Use and the instructions provided to the Customer during the use of the My Telecom Business portal, regardless of whether damage is material or non-material, direct or indirect, if it is in any way related to the use of contents and services available on or stemming from the My Telecom Business portal. HT cannot be held liable for any damage that may arise from the interruption of the internet connection during the access to the My Telecom Business portal.

### Article 5

#### **Protection of Privacy and Data Confidentiality**

HT shall respect the privacy of Customers and visitors of the My Telecom Business portal. The Policy on the Privacy of Customers of Hrvatski Telekom, available on the HT website and at HT points of sale at request, shall apply accordingly to the processing of personal data.

# Temporary Data Recording for the Purpose of System Security

For the purpose of system security, during a visit to the My Telecom Business portal, HT internet server temporarily records the IP address of the computer from which access is made, the date of access, the success rate of the HTTPS request in the form of a numeric code, the size of the file delivered to the Customer's web browser in octets, the URL address from which we are accessed and

the Customer's web browser code (name and version).

### Cookies

During the use of the My Telecom Business portal, HT server stores certain information in the form of cookies on the Customer's computer. Cookies are used for Customer recognition and to collect information on the use of HT web pages by Customers. A cookie is a set of data generated by the web page server which the internet browser stores on the Customer's disc in the form of a small text file. A cookie cannot be use to start a programme or to infect the Customer's computer with a virus. HT servers use two different types of cookies. The first type, known as "session-based cookie", is stored on the Customer's computer only for the duration of the Customer's visit to HT web pages, allows the Customer to use them in a more efficient manner and expires automatically when the Customer closes their web browser. The second type, known as "persistent cookie", is stored on the Customer's computer only with their consent, which the Customer gives by selecting the option "Remember me". If selected, this cookie will remain on the Customer's computer for a certain period of time. HT uses this cookie exclusively to provide each individual with the best experience during their use of HT web pages, such as, for example:

- Displaying a personalised welcome message upon login;
- Limiting the frequency at which certain ads or other announcements appear on HT web pages;
- Identifying Customer's preferences with a view to providing relevant information on services used by the Customer;
- Other similar functionalities.

In the persistent cookie, HT does not store information on the telephone number, invoice or other payment details of the username or Customer, and such information cannot be accessed. By using cookies, HT does not in any way collect information on computer use or on browsing of other internet pages by the username or Customer. As the cookie is stored on the username's computer, HT cannot find it if the username visits HT web pages from another computer (different from the one on which the username registered).

Username can accept or reject the cookie. Most web browsers automatically accept cookies, but the username can, if it so wishes, define in their settings that cookies are to be rejected. All types of cookies can be removed from the username's computer, but by doing so, the username also waives some or all of the benefits of cookies.

Session-based cookies are by default used in web applications, which, once the username has been identified, must provide the username with authorised access to private account. This solution is conditioned by the web application development technology and thus also used by the My Telecom Business portal, which, in order to function properly, sets in the username's web browser a session-based cookie which must be active for the whole time that the web application is being used.

#### **Protection Measures**

User data provided during the interaction with the My Telecom Business portal shall be transferred over a secure communications channel and be protected by encryption, i.e. transferred by means of a secure network protocol (HTTPS) that prevents third parties in the communications channel from reading and falsifying data. My Telecom Business portal can be used only by the customers who access it through web browsers supporting the HTTPS protocol.

HT finds the protection of its Customers' personal data and usernames very important and has established for this purpose corresponding technical, staff and organisational safeguard measures to protect Customers' personal data against misuse, destruction, loss, unauthorised access and change. HT shall take all reasonable measures to protect Customers' personal data and usernames, however it cannot be held liable for violations caused by unlawful interception of communications or other criminal acts.

#### **Additional Notifications on Personal Data Protection**

HT pays particular attention to the protection of the privacy of Customers and usernames, who can always contact us if they have any additional questions about the processing of their personal data. Our Privacy Code provides more information about data protection principles, by which we are particularly bound. Detailed information on the processing of Customers' data under the use of HT services is contained in the terms and conditions regulating the provision of HT services.

The Customer/username/subscriber can exercise their rights under the personal data protection regulations free of charge by sending an e-mail to osobni\_podaci@t.ht.hr or a written letter to the HT Customer Services with the indication: "Za povjerenicu za zaštitu osobnih podataka T-HT-a" ("For T-HT Personal Data Protection Officer").

#### Article 6

### Cancellation and Prohibition of Use of the Services provided by the My Telecom Business Portal

If the Customer and/or username act contrary to the rules of these Terms and Conditions of Use and/or legal regulations, HT reserves the right to cancel or temporarily withhold the possibility of an individual Customer and/or username to use the My Telecom Business portal, and shall subsequently notify the Customer thereof. In such a case, HT shall not be held liable for any damage arising from cancelling that Customer and/or username's access to the My Telecom Business portal.

Permanently disconnected customers of fixed-line and mobile services cannot access the My Telecom Business portal. Temporarily disconnected customers of fixed-line and mobile services can access the My Telecom Business portal, but are only allowed to browse its content.

### Article 7

### Amendments to the Terms and Conditions of Use

HT reserves the right to amend these Terms and Conditions of Use, of which the Customers and usernames shall be informed in a timely and appropriate manner. Amendments to the Terms and Conditions of Use shall enter into force on the day of their publication. Date of the last revision: 23/05/2018. The Terms and Conditions shall apply until the notification of their amendment.