



# TERMS AND CONDITIONS OF ONLINE PURCHASE ON THE WWW.HRVATSKITELEKOM.HR WEBSITE

## Basic information

1. Hrvatski Telekom d.d., Radnička cesta 21, 10110 Zagreb, Croatia; entered in the register of the Commercial Court in Zagreb; company's court registration number 080266256, PIN: 81793146560; share capital: HRK 8,188,853,500.00;  
  
commercial bank: Zagrebačka banka d.d. Zagreb, business transfer account: 2360000-1101310875 (hereinafter: the Seller) hereby regulates the ordering, contracting, delivering, paying and complaints procedure with regard to the products and services of Hrvatski Telekom d.d. offered on this website by means of remote communication.
2. The products and services referred to in the previous paragraph are intended for remote selling to:
  - a. private customers – natural persons who enter into a legal transaction or operate on the market for purposes that are not intended for their business activity or the performance of liberal profession activities (consumers);
  - b. business customers – legal entities and natural persons who are small business owners or persons engaged in self-employment / liberal professions, who when purchasing products and services through this website act within the field of their economic activity or liberal profession.
3. A website visitor is any person who accesses the [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) website via electronic means of communication and freely browses the range of products and services provided by the Seller without registration.
4. A purchaser of the product is any person who orders at least one product and/or service offered on the [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) website through electronic means of communication.
5. The provisions of the Consumer Protection Act, the Personal Data Protection Act, the Civil Obligations Act, the Electronic Communications Act, the Seller's General Terms and Conditions and other applicable regulations of the Republic of Croatia shall apply to the relations between the Seller and the Visitor, i.e. the Seller and the Purchaser.

## I. Product notices

1. The Seller shall clearly state its commercial intentions on the [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) website and regularly maintain and provide both Visitors and Purchasers with unambiguous, clear, easily understandable information about the offered products, in a manner adapted to the means of remote communication.

At the time of ordering a particular product and/or service from the offered product range, the consumer (within the meaning of the Consumer Protection Act), by agreeing

to these Terms and Conditions, confirms to have received the following prior notice within a reasonable period of time prior to the conclusion of the contract through the information published on the [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) website:

- name, company name or business name, registered office, company's court registration number, telephone number and e-mail address of the Seller;
  - the ways in which objections can be raised and the manner of resolving consumer objections and complaints by the Seller;
  - products or services offered and their name;
  - the main features of the product or service – the retail price of the product or service, including all tax and other charges – product delivery costs – the method of payment and the method and time of product delivery or service provision – after-sales services provided (servicing and sale of spare parts) – guarantees provided with the product or service and the existence of the Seller's liability for material defects – the consumer's right to terminate the contract concluded by means of remote communication within – a period of 14 days for contract termination – situations in which the consumer's right to terminate the contract is excluded (i.e. in the case of a contract – the provision of a service if the provision of the service, with the express consent of the consumer, began before the expiry of – the period in which the consumer had the right to request the termination of the contract on the sale of a product or the provision of a service the price of which depends on fluctuations in the financial market, on the sale of a product – made on the basis of a consumer's specification, a product made exclusively for the consumer, or – a product which, by its nature, cannot be returned or is subject to rapid deterioration, – on the sale of audio and video recordings and computer programs unpacked by the consumer, on the sale – of newspapers, periodicals, and magazines) – the prerequisites and procedure for the termination of a contract concluded for an indefinite period of time or for a period of more than one year - the period during which the offer or the price is valid – the general terms and conditions of the Seller.
2. The Seller shall provide the consumer with a confirmation of the concluded contract in a written form or on another durable medium available to the consumer within a reasonable period of time after the conclusion of the contract, and no later than at the time of delivery of the product, i.e. no later than on the day of the beginning of the provision of the service. By agreeing to these Terms and Conditions, the consumer agrees that the confirmation of the previous notification will be delivered to the consumer by e-mail to the e-mail address provided as a contact when placing their order or by mail to their home address.
  3. All the product prices and service fees provided on the [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) website are expressed in euros and include VAT and shipping costs.
  4. The purchase and sale of products and services offered on the [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) website in the name and on behalf of minors or completely incapacitated persons can only be concluded by their legal representatives, and persons with partial legal capacity can conclude a contract only with the consent of their legal representative.
  5. The Seller shall treat the Purchaser's selection on the [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) website as an order and reserves the right to cancel it for a justified reason. In the event of cancellation of the order, the Seller will inform the Purchaser at the e-mail address provided or via the contact phone number provided, stating the reason for the above.

## **II. Purchaser information**

1. A Purchaser who wants to upgrade or administer one of their existing services of

Hrvatski Telekom on the [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) website shall register on the My Telekom Portal in accordance with the rules described in the document "Terms and Conditions of Telekom ID and Use of the Telekom ID User Account" or identify themselves for making a one-time purchase by entering the secret information of the service they want to upgrade or administer, which is also described in the document "Terms and Conditions of Telekom ID and Use of the Telekom ID User Account". The Purchaser shall not be required to register on the My Telekom Portal to purchase a prepaid service package or a prepaid Start service package, to top up the user's account with a credit card, and to purchase additional equipment. The information is used to enable and authorise the Purchaser's online purchase, but also to access some personalised content on the [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) website, as described in the document "Terms and Conditions of Telekom ID and Use of the Telekom ID User Account". A Purchaser who has identified themselves once, i.e. who does not complete the registration on the My Telekom Portal, will not be allowed to access the My Telekom Portal but only to administer and upgrade the service used for the purpose of identification on the [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) website. A one-time identification for the purpose of upgrading or administering existing services of Hrvatski Telekom shall be granted only to private customers. The Seller shall not be held liable on any basis for any damage that may arise as a result of improper or unauthorised handling of the Purchaser's customer information, provided that such information is not in the domain of the Seller.

From 12 August 2024 Visa has made the email, contact phone number, and IP address fields mandatory. Hrvatski Telekom d.d. transmits such information to the bank but does not store it.

If the Purchaser suspects unauthorised use of their information, they shall notify the Seller thereof as soon as possible at the e-mail address [tehnicka.podrska@t.ht.hr](mailto:tehnicka.podrska@t.ht.hr).

2. A registered My Telekom Visitor in the process of registering on the My Telekom Portal, a Visitor using an existing service of Hrvatski Telekom as a one-time identification, or an unregistered Visitor shall confirm the accuracy and completeness of the information provided, including personal information, by filling in the form when making a purchase on the [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) website. At the time of ordering a particular product and/or service from the offered product range, the consumer (within the meaning of the Consumer Protection Act) agrees to these "Terms and Conditions of Online Purchase on the [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) Website".
3. The Seller shall protect the privacy of data, including personal information of all Purchasers on the [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) website, and treat it in accordance with the Personal Data Protection Act and other applicable regulations.

### **III. Services available on the [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) website**

On the [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) website, the Purchaser can automatically order/activate a number of services and products or send a customer inquiry for an order (hereinafter referred to as the "customer inquiry") and complete the order by phone with an HT sales agent. Some of these services are, for example: – activation of options – activation of tariff plans – purchase of Start service packages (Sim card with a number) – purchase of prepaid service packages (mobile phone + Sim card with a number) – purchase of additional equipment – acceptance of a new contract with a special offer for existing customer – conclusion of a new mobile contract (customer inquiry) – migration from prepaid services to subscription (customer inquiry) – number porting from another network (customer inquiry) – activation of MAXtv programme packages – activation of a new MAXadsl access on an existing telephone connection – acceptance of a new contract with a special offer for existing customers – change of MAXadsl traffic package – change of MAXadsl access speed – etc. The offer of services and products that the Purchaser can order/activate will be supplemented in accordance with the technical solutions and possibilities of the website and new marketing offers.

## IV. Payment methods and delivery

1. Delivery shall be made to the Purchaser's address specified when placing the order in the territory of the Republic of Croatia and exclusively to the person (name and surname) of the Purchaser or the person specified as the recipient of the order indicated by the Purchaser when placing the order. Delivery shall not be charged to the Purchaser irrespective of the amount of the order, and the pick-up can only be made by the Purchaser upon presentation of an identity card or passport, or only to the person indicated by the Purchaser as the recipient of the order, also upon the presentation of an identification document. In the event that the Purchaser does not present an identity card or passport, the Seller, that is the courier service, does not have an obligation to hand over the ordered product.

- 2.1. Payment methods for the Seller's products on [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) (hereinafter: Products)

### 2.1.1 One-off payment

Credit card payments are available for the following cards (only cards issued in Croatia):

- Mastercard
- Maestro
- Visa
- Diners

### 2.1.2 2.1.2 Above EUR 39.82 in instalments without interest and fees:

- VISA Zagrebačka banka, 2 – 24 instalments
- PBZ VISA Inspire current account in euro, 2 – 24 instalments
- Mastercard Zagrebačka banka, 2 – 36 instalments
- PBZ Card Premium VISA, 2 – 36 instalments
- Diners, 2 – 36 instalments

- 2.1.3. When paying by credit card, authorisation is done automatically online via the HT PayWay service. After successfully completing the authorisation, the Customer receives an e-mail confirmation of successful/unsuccessful authorisation. If the Customer opts for this payment method, they also accept the Terms of Use of the HT PayWay service. Depending on the value of the product and technical capabilities, the Purchaser will be able to pay in instalments using any available credit card.

- 2.1.4. When paying in cash on delivery, the Purchaser receives an offer on the website, as well as all the information necessary for the ordered product to be delivered to the Purchaser's home address (name and surname, address, telephone number, etc.), and the ordered product is paid in cash to the courier after identification referred to in point 5.1 of these Terms and Conditions. Delivery of products is possible only within the territory of the Republic of Croatia. The Seller shall deliver the ordered product to the Purchaser within a maximum of 5 working days from the time of order, depending on the current number of orders and geographical distance. The product will be delivered to the delivery address specified by the Purchaser when ordering the product, and if the Purchaser is not at home, a

notification of attempted delivery shall be left. Another attempt of delivery shall be made on the following working day or as agreed between the Purchaser and the courier service, and if this delivery also fails, the ordered product shall be returned to the Seller. In this case, the Purchaser shall be considered to have cancelled the order. If for any reason the Purchaser was not available at the contact number provided by the Purchaser, the Seller shall not be held liable for the delivery time potentially being exceeded. The Purchaser may contact the Seller at the e-mail address [info@t.ht.hr](mailto:info@t.ht.hr) or through the Customer Support contact at any time concerning the product delivery.

## 2.2.Payment methods for online top-up vouchers (hereinafter: Voucher)

2.2.1.One-off payment by credit card: – American Express – Master Card – VISA – Diners – Maestro. After successfully completing the authorisation, the Purchaser receives an e-mail confirmation of successful/unsuccessful authorisation.

2.2.2. Through services: – SMSkupnja – SMSbon

## V. Seller's liability

The services provided by the Seller as a part of the online shopping service on the [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) website do not include the costs incurred by website visitors using computer equipment and services to access the website.

The Seller shall be held liable neither for the costs of electronic communications data, Internet data, or any other costs that may incur nor for any damage that may arise due to the interruption of the Internet connection when using the online shopping service. If there is any error during the purchase process, the Purchaser can contact [info@t.ht.hr](mailto:info@t.ht.hr) to have the error removed as quickly as possible.

## VI. Data security

1. The confidentiality of customer data provided on the [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) website is ensured by the use of the Secure Socket Layer (SSL) protocol with 256-bit data encryption. SSL encryption is the process of encrypting data that is exchanged between the customer's computer and the [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) website, which prevents unauthorised access to data when it is transmitted over the Internet.
2. On the credit card payment page, the process of secure 3D secure authentication of users through the "Verified by Visa" and "MasterCard SecureCode" services has been implemented. These services allow for the confirmation of the identity of the credit card holder when making an online purchase, which prevents the misuse of someone else's credit card data.
3. The credit card authorisation process by the card-issuing bank when making online purchases on the [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) website also includes checking the credit card control number (3-digit or 4-digit number written on the back of the card).
4. The transfer of data between the Seller and the bank during credit card authorisation is carried out with data encryption, which completely prevents unauthorised access to the associated data during its transfer.
5. In the event of a failed card authorisation, in the context of the relationship between the Bank and the cardholder, the Seller shall not be held liable for the inability to make an online purchase.

## **VII. Termination of the contract for the sale of products and services and return and complaint procedure**

The Purchaser shall have the right, without giving any reason, to terminate any purchase contract concluded by means of electronic communication on the [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) website within 14 (fourteen) calendar days in the manner provided for in these Terms and Conditions. In the case of a contract for the sale of a product, the period of 14 calendar days shall start to run from the day on which the Purchaser received the product, and in the case of a contract for the provision of a service, from the date of contract conclusion. The Purchaser terminates the purchase contract within the legally permitted period of 14 calendar days by means of a written notice containing an unequivocal statement, in any form whatsoever, expressing the Purchaser's will to terminate the contract. The Purchaser may send such unequivocal statement of termination to the Seller by post and to the e-mail address [info@t.ht.hr](mailto:info@t.ht.hr). The written notification must include the information provided in the invoice/order (serial number, date, amount, product) and the Purchaser information (name and surname, contact phone number, and e-mail), as well as the name of the bank and the number of the current account to which the Purchaser wants a refund. If the Purchaser requests a refund, the current account number, bank name, and other information or copies of documents necessary for unambiguous identification need to be attached. The contract is terminated at the moment when the Seller has received the notice of termination, with the contract being considered to be terminated on time if the notice of termination was sent within the statutory deadline. If the contract has been terminated within the legally permitted period, the Purchaser shall return the product at their own expense, whereby they must bear only the direct costs of returning the product (if it is a physical product) to the Seller to the following address:

**HT centralno skladište**

**Home delivery**

**Poštanska ulica 9**

**10410 Velika Gorica**

In the case of a purchase contract, the Seller must refund what was paid only after the product has been returned to the Seller, i.e. after the Purchaser has provided the Seller with proof that the product has been sent back to the Seller if Seller is informed about this before having received the product.

The Seller shall return to the Purchaser, as soon as possible, and in any case within 14 days of the receipt of the written notice of termination, the entire amount that the Purchaser has paid until the moment of termination on the basis of the contract for the purchased products.

## **VIII. Other matters**

The product and/or service is reserved for delivery only after payment has been confirmed by the potential Purchaser. The products that have been placed in the cart are therefore not yet reserved for the conclusion of the order. If the order has not been finalised, i.e. the content of the order is still in the cart, and if the Visitor's inactivity time on the [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) website exceeds 30 minutes, the content of the cart will be deleted.

The contact phone number of the Seller for all inquiries is 0800 9000.

The Seller reserves the right to change these Terms and Conditions, as well as the content on the [www.hrvatskitelekom.hr](http://www.hrvatskitelekom.hr) website without prior notice, of which Customers will be informed accordingly. Changes to the Terms and Conditions shall enter into force on the date of their publication. To cases that are not regulated by these Terms and Conditions, the "Terms and Conditions of Telekom ID and Use of the Telekom ID by the User Account" or the General Terms and Conditions of the Seller shall apply accordingly.