Terms and Conditions of Use for the websites owned by Fontana d.o.o.

Definitions

Concepts set forth in these Terms and Conditions of Use (hereafter Terms) have the following meaning:

Fontana stands for Fontana d.o.o., headquartered in Zagreb at the address Savska cesta 41, OIB 132191990297, registrated at Court of Commerce in Zagreb TT-15/9407-5, with core capital of 102.000,00 HRK, fully paid, Matija Fontana as the only member of d.o.o. (llc.) e-mail: info@fontana.hr

Websites of company Fontana d.o.o. or websites indicate following web pages: www.virtual-office.hr

The content of the web pages indicates any information, service, application, link or other content that is posted on the website or is available through the web site.

The user denotes any person accessing the website and / or using any content of the website.

Area of application

These Terms organize conditions of use for Website as well as the relationship between Fontana and the User regarding the use of the Website.

By accessing the Website or using any content on the Website, the User acknowledges that he/she is familiar with these Terms and agrees upon them.

The use of certain contents of the Website may be regulated by special conditions which, in the case of User’s disagreement with the provisions of these Terms, have the advantage of being applied.

Website content and use of web pages

Access to web sites and the use of certain Internet content may be conditioned by the use of computer or mobile equipment that meets the technical requirements set by Fontana. Fontana is authorized to change the required or recommended technical configuration of computer or mobile equipment that is required or recommended for access to the Internet and / or the use of certain Internet site content at any time.

Fontana is authorized at its own discretion and without prior notice, to modify the content of web pages or to temporarily or permanently disable access to internet sites and use any content of the Internet site at any given time.

The information on the Fontana website is provided solely for informational purposes and invests its best efforts to ensure their accuracy. The information provided relating to Fontana and its services is considered accurate and complete only at the time of its publication, without guarantee of their accuracy and integrity at the time of use. Regarding the published data relating to third parties and their services, Fontana guarantees solely that the published data are in accordance with the data provided to Fontana by the person to whom the data relate and to which they belong in other words that they are in accordance with data which are available from public sources, however Fontana does not claim that the published information are fully accurate. Fontana does not guarantee that the published information and views are appropriate for a particular purpose. Published information should not be considered as a basis for making important personal, financial or business decisions, and the user agrees that Fontana is not responsible if his associated expectations are not met. Before making a decision about contracting a particular service and using it, the User must consult with the employee of Fontana or another expert who will give him advice tailored to his/hers specific situation and needs.
Data published on the web site are not considered to be offer or invitation to bid, nor to the advice and recommendation of the Fountana, unless it is specifically indicated for a particular information.

Individual services and / or information about certain services provided by other persons and / or companies may be provided to the user via the website. Fontana is not responsible for the use and terms of use of services provided by other persons.

It is possible to use services that are accessible through internet pages but only on the basis of a contract and in accordance with a contract for the provision of a particular service the User has previously made with Fontana or, in the case of services provided by other persons, on the basis of the contract and in accordance with with a contract concluded by the user with the person providing the service in question.

Internet links

Web sites may contain links to the web pages of third parties (hereafter third-party websites).

Third-party websites are not under the control of Fontana and Fontana assumes no responsibility for:

- the availability of web sites and the terms of use of third party websites
- content published on third-party websites and services that can be accessed through third-party websites
- transmission and data transfer security that are exchanged through third-party web sites
- the protection and use of personal information communicated by the user through third-party web sites
- the case where User is
- the case when by using third-party users' web pages, they do not infringe the copyright of any other person.

Intellectual property

Content (texts, graphic elements, photos, video materials, trademarks and other forms of content), design and other elements of the web site are owned by Fontana, protected by intellectual property rights. Exceptionally, certain web content related to other people, such as names and trademarks of other persons or their products and services, may be the property of those persons.

Except in case where Fontana is explicitly designated as their owner, applications and other computer programs that can be downloaded from the web pages or through links to third party web sites are owned by third parties and their download and use are the subject of a special agreement that the User enters into with their respective owner. Fontana does not give any outright guarantee or implied warranties nor assumes any liability with regard to applications and other computer programs owned by third parties and does not comply with the terms and conditions for downloading and using applications and other computer programs available from third-party web sites.

Data published on the web site may only be used for personal non-commercial purposes and may be stored by the User for that purpose only on his or hers personal computer or mobile device. Recording of data, in whole or partly, to any other media for storage of data, their reproduction, publication or use for commercial purposes is permitted only with the prior written consent of the Fontana.
**Telecommunications**

Fontana can allow the User to communicate with Fontana via chat, e-mail or other forms of telecommunications. Such forms of communication may be used solely for the purpose that enables Fontana, for example for information about certain services provided by Fontana, submitting proposals and praising or giving opinions about certain Fontana services and, when it comes to electronic mail communication, for filing written objections.

Fontana will not handle orders and other instructions received through chat, email, or other forms of telecommunications that do not allow the Bank to detect with certainty the identity of the subscriber. In addition Fontana shall not communicate through these channels informations that represent banking and / or business secrets by the law.

Telecommunication is carried out through public telecommunications networks which do not guarantee confidentiality in the data transfer and therefore it is not advised for the User to communicate his/hers confidential data.

Telecommunication may not be misused for the exchange of messages, photographs, video material or audio material of prohibited, immoral, offensive, threatening or political content that infringes copyrights, which contain viruses or other malicious software or which otherwise may adversely affect affect Fontana or other operating systems.

In case in which a User violates any of the obligations under the preceding paragraphs of these Terms, Fontana is authorized without prior notice to terminate the established telecommunication connection with him/her.

The User is familiar with this terms and agrees that Fontana may store and use messages, video materials, audio materials and other materials and use them for the purpose of managing the quality of services, solving customer complaints and solving disputes between Fontana and the User.

Messages sent by Fontana to users via email, chat or other forms of telecommunication are confidential and are intended solely for the User to whom they are provided and the User undertakes obligation not to disclose them to third parties or to the public without the prior written consent of the Fontana.

**Processing and protection of personal data**

The conditions under which Fontana collects and processes user's personal information when accessing an Internet site or using certain content of the Website is set out in the *Statement of Privacy* at the Fontana d.o.o.

**Exclusion of liability**

Fontana is not responsible for the inability or limited access to Internet pages or the use of any content of Internet sites that is a consequence of force majeure, which is considered to be state of war, disorder, terrorism, natural disaster, epidemic, strike, cessation of electricity supply, interference in telecommunications and other traffic, errors caused by the transmission of data to telecommunications networks, decisions and actions of the authorities, as well as any other similar circumstances whose occurrence can not be attributed to the Bank or outside the control of the Fontana.
Fontana does not guarantee that the content of the web pages is appropriate or available at all locations and therefore does not respond to the inability to access the web site or to the inability to use certain sites of the websites where it is prohibited. The user is fully responsible for accessing the website and/or using the content of websites in the areas where it is prohibited.

Fontana does not guarantee that third-party websites or websites do not contain viruses or other malicious programs. Liability of Fontana is excluded for damage due to the ordinary negligence of the Fontana, its employees or third persons which Fontana has engaged for carrying out of their affairs.

In case of responsibility for the damage, Fontana is responsible solely for the ordinary damage. Responsibility and liability of Fontana is excluded in order to laws limits for it for the following cases: discontinues use, non-material damage, loss, destruction, or change of User's data as well as for damage caused by computer or mobile equipment from which the User accesses the Internet pages or uses certain content of the website.

Questions and objections

Issues and questions relating to these Terms and Conditions, as well as any objections to the Fontana website and their content may be filed in the manner and under the conditions set forth in the Fontana d.o.o.'s Company Management Policy, available on the Internet site and at the headquarters of Fontana d.o.o.

Final provisions

Fontana is authorized without prior notice to modify or supplement these Terms or replace them with others. All changes to these Terms and Conditions will be published on the website of the company Fontana and the User accepts them by accessing to the website or by using the content of the website after the publication of the amendment. The user is aware that when accessing the website or using certain web site content he/she is obliged at that moment to verify the valid conditions of use of the website.

Nullity or non-enforceability of any provision of these Terms does not affect the validity and enforceability of other provisions and Terms in its entirety.

The interpretation, application and legal effects of all permissions, exclusions and conditions of use of the website are governed by Croatian material law.

For all disputes arising out of the application of these Terms and Conditions, the use of the website or any content of the website is solely the jurisdiction of the Croatian courts.