

## **GENERAL TERMS AND CONDITIONS**

### **1. SUBJECT OF THE GENERAL TERMS AND CONDITIONS**

The subject of the general terms and conditions are the services of leasing the licenses and right to use the marinacloud computer system (hereinafter the Service).

The general terms and conditions shall be considered accepted by signing the Agreement on the right to use the marinacloud computer system (hereinafter Agreement).

The Agreement parties are the provider of the right to use the marinacloud computer system (hereinafter Provider) and the user of the services of leasing the licenses of the marinacloud application design (hereinafter User).

### **2. PROVISION OF SERVICES**

The Provider of the right to use the marinacloud computer system for the purposes of organizing and managing the business and information system of the User provides the following services:

- provides the right to use the computer capacities necessary for the operations of the User;
- provides the right to use the marinacloud application design according to the detailed specification of the Service in the Agreement;
- creating data backup with a planned point of recovery;
- protecting data confidentiality by applying an authorization system for accessing the Service;
- segregating the user data stored inside the system so that they are only accessible by the authorized system users;
- adjusting the application design to legal changes;
- delivering new versions of the application design developed by the Provider no less than four times per year with no additional charges;
- operational assistance for the User in work through counselling and written e-mail communication on the level of the number of working hours defined on a monthly basis in the Agreement, and according to the model defined in the pricelist for the agreed service;
- correcting mistakes in the application design and mistakes discovered during work on the control and monitoring of the Service.

## 2.1. USER SUPPORT

The User may report every operational interference to the competent customer support in order to remove the interference as soon as possible. The e-mail sent by the authorized person of the User to the address [support@marinacloud.atlassian.net](mailto:support@marinacloud.atlassian.net) shall be considered the applicable document for reporting the interference

User support regarding the operation of the Service is carried out during the working hours of the Provider - Monday to Friday, 8 am to 4 pm CEST, except if the 24/7 customer support service was agreed upon. The response time to the report of an issue shall depend on the critical state level, and shall be classified by the Provider according to the following table:

URGENCY LEVEL		RESPONSE TIME	RESOLUTION TIME
<b>L1: CRITICAL</b>	The business process is hindered	Within 8h during a work day	Resolution within 3 work days
<b>L2: SERIOUS</b>	Difficult, but possible business process	Within 3 work days	Resolution within 7 work days
<b>L3: SLIGHT</b>	Reduced efficiency	Within 7 work days	According to agreement and monthly work plan

## 2.2. DISCLAIMER

The Provider shall not be responsible for issues caused by problems on the server and/or network infrastructure and/or technological platform of the User or an included third-party and in that case, the provisions of response time and necessary level of services shall not apply.

The Provider shall provide the Service according to the best professional standard and his best knowledge. Using the Service is the exclusive responsibility of the User.

The Provider does not guarantee that the use of the Service shall not be interrupted or without errors; nor does he vouch for the consequences that can emerge through the use of the Service. This declaration of liability shall refer to all direct or indirect, tangible or intangible damage.

### **2.3. IMPLEMENTATION OF SYSTEM UPGRADES AND TESTS**

The Provider shall reserve the right to carry out system upgrades via improvements of the existing and addition of new functionalities, harmonization with legal regulations and removal of potential flaws. The Provider shall inform the customer of the implemented changes and improvements within 3 days.

### **2.4. USER DATA**

The user data created through the operational use of the Service stored on the computer capacities of the Provider shall be the ownership of the User. If the Provider ceases to work, the Provider shall deliver data to the User within 90 days in a form transferable to another system.

## **3. PRIVACY PROTECTION AND TRADE SECRET**

The User and Provider shall keep all information and data obtained by spoken, written, electronic or any other means during the contracting, carrying out the contracted Service and after its completion as a trade secret with no time restriction.

The following is particularly presumed to be a trade secret: information system data, the state of security of the information system, security policies, ordinances and procedures and the used methodologies, the business policy of the agreement parties, their financial status, the management principles of the agreement parties, the human resource policy, data on the organization of the agreement parties, legal relations, salary, incentives and disincentives data, court disputes data, business partners data, operating method in commercial affairs and all other information on the activities and commerce of the User and Provider.

The Provider shall not be charged for damage that occurs due to a loss of confidentiality, integrity or availability of information of the User that occurred due to inadequate protection of the user name and password or other system registration mechanisms.

The Provider shall regard data on the User, as well as facts and circumstances that he finds out due to the provision of service to the Users as commercial secrets and can only reveal them in cases prescribed by law.

## **4. COPYRIGHT PROTECTION**

Copyright of the application design that represent an integral part of the Service shall be the ownership of the Provider.



## **5. APPLICABLE LAW**

The law of the Republic of Croatia shall apply to the relations between the Provider and User regarding the use of the Service.

The User and Provider shall attempt to amicably settle every dispute that arises from these Terms of use. If an amicable settlement of a dispute is not feasible, all disputes that arise from or in relations to these Terms of use shall be finally resolved before a court in Rijeka with subject-matter jurisdiction.

## **6. FINAL PROVISIONS**

These Terms of use shall enter into force and be applicable from 01 February 2019. The Provider shall make available the terms of use and all later amendments on his website [www.marinacloud.net](http://www.marinacloud.net). The Provider reserves the right to change and/or update these Terms of use at any given moment. All amendments to these Terms of use, as well as the consolidated version, shall be made available at the website [www.marinacloud.net](http://www.marinacloud.net).