

Terms and conditions

Article 1. Subject

1.1 Request

By making payment according to the offer for activation of the Adeo POS service (hereinafter: the Request), the business user (hereinafter: the User) accepts these Terms and Conditions of Use, as well as the general terms and conditions of Neoinfo d.o.o. (hereinafter: Neoinfo) for the Adeo POS service.

Upon payment for the service, Neoinfo shall notify the User in writing, or in another appropriate manner, of the acceptance of the Request by creating a user account based on the submitted data and delivering the username and password for access to the service. The Service Agreement for the use of Adeo POS (hereinafter: the Service) is considered concluded at the moment Neoinfo accepts the User's Request.

These Terms of Use, together with the General Terms of Use, the Request, the Notice of Acceptance of the Request, and the Neoinfo Price List for the Service (<http://www.adeopos.hr>), constitute the Service Agreement.

1.2 Service

For the purposes of these Terms, the Service includes: delivery, installation, use of equipment, application(s) installed on the equipment/web (for clarification: the application consists of two parts, one installed on the Equipment and the other accessed via the web for certain functionalities of the Service, e.g. invoice overview, price list updates), provision of remote technical support and, if necessary, troubleshooting of equipment and/or application either remotely or (if needed) at the User's location, as well as the option to purchase additional equipment that Neoinfo may offer as part of the Service.

In accordance with these Terms, and for the duration of this contractual relationship, Neoinfo provides the User with the equipment and application described above, specified in the Request (hereinafter jointly: Equipment).

For clarification, the installation service also includes the entry of the User's price list into the application – if the User requests such an entry from Neoinfo, the User must provide the price list of its products/services in the format prescribed by Neoinfo and bears full responsibility for the accuracy of the submitted data.

1.3 User

The applicant for the Request may be:

- Any legal entity
- Any natural person conducting one of the following independent activities:

- Craft business activities
- Liberal professions

Article 2. Provision of the Service

2.1 Type, scope and quality of Service

The contracting parties agree that these Terms and the Request define all details regarding the type, scope, and quality of the Service.

Neoinfo provides the Service at the User's location and via remote access in the case of technical support, unless Neoinfo and the User explicitly agree otherwise or if the nature of the Service requires provision at another location (e.g., at Neoinfo's premises).

Neoinfo has the right to independently engage subcontractors to provide the Service to the User.

Neoinfo issues orders to subcontractors in its own name and for its own account.

Neoinfo is responsible to the User for the proper and timely performance of the Service by its subcontractors, adhering to defined quality standards, as if Neoinfo itself performed the Service. The above shall not apply if the subcontractor intentionally or due to gross negligence fails to fulfill or improperly fulfills its contractual obligations.

The User may order a Service directly from a Neoinfo Partner in which case Neoinfo is not responsible for the quality of the service provided.

2.2 Additional Services

The User may request additional services listed in the Price List through the Request (e.g., additional service of Price List Updating). Additional services are charged according to the Price List. For clarification, the User who requests the Price List Updating service must provide Neoinfo with the complete, updated price list of its products/services in the prescribed format, which Neoinfo will then enter into the application. The User bears full responsibility for the accuracy of the submitted data.

Article 3. Preconditions

By accepting these Terms, the User confirms awareness and agreement that the following minimum preconditions are required to use all functionalities of the Service, which the User must provide electronically (via e-mail) to Neoinfo for equipment configuration:

- FINA certificate
- Price list of products and/or services
- Internal act – Internal Decision on designation of business premises, payment devices, and employees

If the User does not provide any of the above preconditions within 5 calendar days from Neoinfo's acceptance of the Request, the User bears responsibility for inability to use the Service functionalities.

Article 4. Deadlines

Neoinfo undertakes, within its technological capabilities, to make every effort to ensure the following deadlines for providing technical support, i.e., troubleshooting Equipment or delivering replacement Equipment:

- Malfunctions reported between 8:00 and 16:00 shall be resolved within 48 hours;
- For reports outside the above period, within 72 hours;
- For malfunctions reported at island locations, the deadline is extended by the travel time to the island, depending on available transport (ferries, bridges, etc.).

Article 5. Technical and Customer Support

Troubleshooting of the Equipment within the scope of the Service is performed for each individual unit of Equipment via remote access. Malfunctions are reported by email: **podrska@adeopos.hr**.

If troubleshooting of the Equipment cannot be carried out remotely, Neoinfo will, within the deadlines defined in Article 4 of these Terms, deliver replacement Equipment ready for use via courier service, and the User shall hand over the old Equipment to the same courier. Neoinfo will make every effort, within its technological capabilities, to ensure the integrity and continuity of the Service.

The costs of courier service and repairs of malfunctions resulting from negligent handling of the Equipment or incorrectly reported malfunctions, i.e., those not caused by Neoinfo, shall be borne by the User, invoiced according to the valid Price List.

The User undertakes not to open, damage, or in any way modify the Equipment. In the event of damage to the Equipment provided for use under these Terms, caused by the User's actions or omissions, the User shall compensate Neoinfo for the damage.

The User is not authorized to:

- remove the original operating system and programs installed on the Equipment;
- install any software on the Equipment.

If the User fails to comply, Neoinfo cannot guarantee full functionality of the Service and accepts no responsibility for any resulting damage to the User, and has the right to compensation. Additionally, Neoinfo in such a case has the right to terminate this Agreement with immediate effect.

When providing technical support via remote access, the User is obliged to ensure the prerequisites for establishing a secure remote connection. This includes:

- an active internet connection;

- the User's physical access to the Equipment and telephone communication.

If necessary, Neoinfo's customer service will guide the User through all steps required to successfully resolve the malfunction. The User is expected to cooperate in order to resolve the issue remotely. If the User, for any reason, is unwilling to cooperate during troubleshooting, Neoinfo may, at the User's request, send a replacement device, which will be charged to the User according to the Neoinfo Price List for the Service.

Remote access within the Service implies that data transfer will take place over and be generated on the User's internet connection. Internet connection and data transfer are not subject to these Terms and are not charged under these Terms, but are subject to the valid pricing/terms of the User's internet service provider. Accordingly, Neoinfo is not responsible for interruptions or errors in the internet connection or during data transfer, nor for any damages that may arise for the User due to such interruptions/errors.

Customer Support:

- Customer Service phone: +385 1 660 38 21 (8–16 h)
- Email: podrska@adeopos.hr
- Website (official Adeo POS page): www.adeopos.hr

Article 6. Prices and Payment Terms

The monthly fee for the Service and all other charges invoiced and collected by Neoinfo under these Terms are defined in the valid Neoinfo Price List for the Service.

Neoinfo is authorized to amend the Price List and undertakes to publish and make it available to the User in a timely and appropriate manner. The Price List and any later amendments are available at all authorized Neoinfo sales points and on the official Adeo POS website.

If a change in the Price List applicable to the User is less favorable than previously agreed, the User has the right to terminate the Service Agreement in writing, free of charge, within 30 days from publication of the amended Price List.

If, due to the User's omission, identity details, account number, or other data necessary for proper payment recording are not correctly entered in the payment form, Neoinfo shall not be liable for inability to record the payment until the User provides proof of payment.

On overdue and unpaid receivables from the User, Neoinfo has the right to charge statutory default interest in accordance with applicable regulations of the Republic of Croatia.

If, considering the User's solvency or repeated late payments, Neoinfo has reasonable doubt that the User will not be able or willing to settle its obligations, Neoinfo may request appropriate security for payment (deposit, bank guarantee, etc.), which the User undertakes to provide within a reasonable period unless otherwise specified.

Article 7. Collection of Receivables

The User must pay Neoinfo's invoice in full by the due date stated on the invoice.

In the event of late payment, if the User disputes the invoice, they are obliged to pay by the due date the average amount charged over the previous three (3) months or the undisputed portion, explicitly stating which item(s) are being paid as undisputed.

For the disputed portion, the User must send a written complaint to Neoinfo at **podrska@adeopos.hr** within 30 days of receiving the invoice, stating the reasons for disputing it. Otherwise, Neoinfo reserves the right to disable the use of all ICT services listed on the invoice.

Neoinfo will decide on the validity of the complaint and inform the User in writing within 15 days of receipt.

If the User does not pay the full amount of the invoice by the due date, Neoinfo will send a written reminder including a warning that further use of the Service will be disabled if payment is not made. In this case, Neoinfo shall not be liable for any damage resulting from the disabling of the Service.

If the reminder is sent by post, it is deemed delivered on the third day after Neoinfo handed it to the postal/courier service. If sent electronically, it is deemed received within three days from sending to the User's email address indicated in the Request or most recently provided to Neoinfo.

Neoinfo reserves the right to charge the User reminder costs according to the valid Price List.

Article 8. Delivery, Transfer of Risk of Accidental Loss or Damage, Assignment and Use of User Identification Code

Neoinfo will make every effort to ensure delivery and installation of the Equipment at the location(s) specified in the Request, according to the Equipment specification, within 45 (forty-five) calendar days from acceptance of the User's Request in accordance with Article 1.1 of these Terms.

Neoinfo shall provide technical support regarding delivered and installed Equipment made available to the User, in accordance with the conditions defined by these Terms.

The risk of accidental loss or damage to the Equipment passes to the User upon delivery of the Equipment and its handover into the User's possession. If, after transfer of risk, the Equipment is damaged or destroyed, the User shall compensate Neoinfo for such damage. Neoinfo will issue an invoice for the amount of such damage, which the User is obliged to settle by the due date specified on the invoice.

The User is provided with Equipment, each piece marked with the manufacturer's identification code – device serial number (SN). The User undertakes to keep these identification codes strictly confidential and to protect them from unauthorized access. The User undertakes not to remove identification codes during use of the Equipment.

The identification code is used when reporting malfunctions or in any communication with Neoinfo where unambiguous identification of the Equipment is required.

The User must protect the SN identification code from damage. If damage, loss, or suspected misuse/unauthorized use occurs, the User must notify Neoinfo as soon as possible, and no later than 8 (eight) calendar days, by contacting Customer Service at +385 1 660 38 21.

The User undertakes to maintain the confidentiality of identification codes. If the User notices unauthorized or unlawful use of their identification code by a third party, they must immediately notify Neoinfo. The User is solely responsible for any damage resulting from improper handling, misuse, or unauthorized use of the assigned identification code.

Article 9. Acceptance of Equipment

Upon delivery, the User shall immediately check the quantity and external condition of the Equipment.

If defects in external appearance or functioning are noticed, the User must notify Customer Service. Neoinfo will, within 7 (seven) calendar days from installation, deliver replacement Equipment via courier, and the User must hand over the defective Equipment to the courier.

If the User begins using the Equipment, it shall be considered that there are no objections to the Equipment.

Any defects arising after successful delivery and commencement of use will be resolved by Neoinfo in accordance with Article 5 of these Terms.

Article 10. Use of Equipment

Neoinfo provides the User with Equipment for use under the terms defined herein.

The User is authorized to use the Equipment, including any software/applications installed on it, solely for its own needs.

The Service and Equipment subject to these Terms may not be used for activities prohibited by law. The User is personally responsible for use of the Equipment contrary to legal regulations or these Terms and undertakes to compensate Neoinfo and/or any third party for any damage arising from such activities and not hold Neoinfo liable for any claims.

The User undertakes to safeguard the Equipment owned by Neoinfo, provided under these Terms, with the care of a prudent businessman.

If the User uses the Equipment contrary to its purpose, damages it, or particularly if the User, without Neoinfo's approval, provides it for use to third parties, Neoinfo is authorized to terminate the contractual relationship established by these Terms with immediate effect and has the right to full compensation for damages.

Upon termination of the Service Agreement, for any reason, the User is obliged to return the Equipment to Neoinfo within 7 (seven) calendar days in the same condition as received (except for normal wear and tear from regular use) and will be liable for any damage caused to the Equipment.

The Equipment must be returned to the courier service engaged by Neoinfo at a time agreed with the User. If the User fails to return the Equipment in the agreed timeframe and the courier must return again, the User will be charged for the additional visit in accordance with the valid Neoinfo Price List.

Furthermore, upon termination of the Service Agreement, if the Equipment returned by the User is damaged due to the User's actions, the User shall compensate Neoinfo for repair costs, or if the Equipment is destroyed, shall pay Neoinfo compensation for the destroyed Equipment according to the valid Price List.

If the User does not return the Equipment or returns it destroyed, compensation for destroyed Equipment will be charged according to the valid Price List.

Data stored by the User on the Equipment, including through the web application, remain the property of the User. Upon termination of this contractual relationship, Neoinfo will delete all User data from the returned Equipment and from the web application.

Article 11. Software

With respect to the software installed on the Equipment (for clarification: the term software in these Terms includes applications installed on the Equipment), Neoinfo grants the User a non-exclusive and non-transferable right of use only on the Equipment and only for the duration of the Service Agreement.

If the intellectual property rights holder of the software imposes additional conditions of use, the User will be informed and undertakes to comply with them for the entire period of use of the Equipment.

If there are any additional conditions, limitations, and/or authorizations for use of software offered by Neoinfo, the User will be presented with them and must accept them before use.

For avoidance of doubt, the User does not acquire ownership or any rights over software installed on the Equipment by Neoinfo, except those explicitly stated in these Terms.

The User is not authorized to modify, adapt, alter, translate, or create derivative works from software installed by Neoinfo, nor to copy, reproduce, install, merge with other software, reverse engineer, decompile, or attempt to obtain the source code. The User may not develop or create new versions of the software, nor distribute, sublicense, or use it in any manner other than explicitly permitted herein.

Neoinfo delivers the software installed on the Equipment "as is" and excludes any warranty regarding material or other defects. Furthermore, Neoinfo cannot guarantee:

- that during use of the Service no exceptions will occur that may cause loss of the User's data. In such case, Neoinfo will take reasonable measures to restore the User's data from the latest backup as soon as possible.

Article 12. Liability for Legal Defects

Each party to the contractual relationship established under these Terms shall be liable to compensate the other party for all damages in respect of claims, proceedings, debts, damages, costs, and expenses arising from claims based on infringement of patents, copyrights, licenses, trade secrets, trademarks, or other intellectual property rights of third parties, provided that such infringement is attributable to the fault of that party.

In the event that a claim or proceeding is initiated due to infringement of rights mentioned in the previous paragraph, or there is a justified expectation that such a proceeding will be initiated, Neoinfo may, at its own expense, take necessary and possible measures to avoid infringement or alleged infringement of such rights in the continued provision of Services. This may particularly include modifying or replacing the relevant part of the Service or arranging for authorization to use the rights that are infringed or allegedly infringed. If such measures prevent claims due to infringement or alleged infringement of third-party rights, Neoinfo shall bear no further liability.

The User shall be liable to compensate Neoinfo for any damages in respect of claims, proceedings, debts, damages, costs, and expenses arising from claims based on the User's infringement of Neoinfo's or third parties' intellectual property rights, particularly patents, copyrights, licenses, trade secrets, trademarks, or other intellectual property rights.

Article 13. Liability for Damages

Neoinfo does not guarantee nor is liable for the availability of Equipment maintenance in cases where it depends on the provision of services (e.g., electronic communications) not provided or directly controlled by Neoinfo.

Unless otherwise defined in these Terms, liability for damages shall be limited as follows:

- For damages caused intentionally or by gross negligence, both parties' liability is unlimited.
- For damages caused by ordinary negligence, Neoinfo excludes liability for indirect damages, including lost profit, non-material damages, unnecessary costs, loss of data, or third-party claims. Neoinfo is not liable for damages to Equipment resulting from actions taken by unauthorized third parties or the User. Liability for actual (direct) damages is limited to the maximum amount of the last three monthly fees paid by the User for the Service.

The User acknowledges that despite manufacturer testing, errors may occur in the software/application installed on the Equipment/web, especially regarding specific data combinations and functions. The User accepts that Neoinfo is not liable for Service interruptions, losses, damages, costs, or claims caused by third-party software errors beyond Neoinfo's control, nor where the software manufacturer is not liable towards Neoinfo.

Neoinfo assumes no liability for material or non-material damages related to the Service and use of Equipment that may result in death, injury, catastrophic damage, or mass destruction (e.g., nuclear energy, mass transportation, medical use, or similar applications).

Article 14. Inventory

The User undertakes, in accordance with legal regulations and any Neoinfo decisions on extraordinary inventories, to perform an annual or extraordinary inventory of Equipment used within the Service. This may be performed via a remote management system/platform or by returning an inventory list provided by Neoinfo. The User must return the signed list by email and retain the original in their records for the duration of the contractual relationship.

If the User's inventory shows shortages compared to the Delivery and Installation Record, Neoinfo will consider missing Equipment as destroyed, obligating the User to compensate Neoinfo.

If, during the contractual relationship, the User relocates the Equipment to another location, they must notify Neoinfo. For clarification, normal use of mobile Equipment does not constitute relocation.

Article 15. User Data

By signing the Request, the User gives Neoinfo consent to collect and process the User's data listed in the Request for the purpose of providing, invoicing, and charging for Services, as well as for other lawful purposes.

The User must notify Neoinfo of any changes to the data listed in the Request promptly, or no later than 30 (thirty) calendar days from the change. If the User fails to do so, and invoices, reminders, or other communications cannot be delivered, delivery will be considered valid based on the existing data.

The User acknowledges and agrees that Neoinfo may process User data and notify the User by mail or call systems for the purpose of sales and promotion of Neoinfo's and/or Neoinfo's partners' products and services. With the User's consent, provided by the Request or another suitable method, Neoinfo may also notify the User by email, SMS, or MMS for promotional purposes. The User may at any time request termination of such activities by contacting Customer Service or in writing.

Neoinfo undertakes to keep User data confidential and handle it in accordance with applicable regulations.

Article 16. Duration and Termination of Contractual Relationship

The Service Agreement is concluded for an indefinite period, with the option of concluding an agreement with a minimum duration of 12 (twelve) or 24 (twenty-four) months, in which case the User obtains benefits according to the Service Price List.

Either party may terminate the Service Agreement with immediate effect by written notice if the other party continues breaching or failing to fulfill obligations under this Agreement and/or does not remedy the breach within 30 (thirty) days of written notice.

If the User does not settle due obligations within 90 (ninety) calendar days from Neoinfo's written reminder, Neoinfo has the right to terminate the Service Agreement with immediate effect.

The User has the right to terminate the Agreement with immediate effect if Neoinfo amends the Price List by increasing prices applicable to the User. In that case, the User remains obliged to settle all obligations due up to the date of termination.

If termination occurs due to the User's fault, Neoinfo shall not be liable for any damages suffered by the User as a result.

Either party may cancel the Agreement with a 30 (thirty) day notice period. For avoidance of doubt, if the User cancels during the minimum term under Article 16.1, Article 17 applies.

The User terminates/cancels the Agreement by written notice sent to Neoinfo at: **Slavonska avenija 1c, 10000 Zagreb.**

Article 17. Contractual Penalty for Non-Performance

In the event of unilateral termination by the User before the expiry of the minimum term under Article 16.1, or termination due to reasons attributable to the User, the User shall pay Neoinfo compensation equal to the remaining period until expiry of the minimum term.

Article 18. Assignment

The Service Agreement binds the parties and their universal legal successors.

In the event of Article 17 being applied, Neoinfo reserves the right, without prior written approval of the User, to assign this Agreement to a debt collection company.

Article 19. Partial Invalidity

If any provision of these Terms becomes illegal, invalid, or unenforceable under applicable law, it shall not affect the legality, validity, or enforceability of the remaining provisions.

Neoinfo and the User agree that any such provision will be replaced by a legal, valid, and enforceable provision that best reflects the economic purpose and intent of the invalid one.

Article 20. Force Majeure

Neoinfo and the User shall not be liable for failure to perform any of their obligations under these Terms when such failure is caused by a force majeure event (defined as any objectively unavoidable and unforeseeable event beyond the control of the parties and independent of their will, which cannot be predicted, prevented, avoided, or removed) that directly affects the performance of their obligations.

Force majeure events include, but are not limited to: earthquakes, floods, typhoons, epidemics, war or state of war, strikes, work stoppages, boycotts, other forms of industrial action, government embargoes, restrictions, etc.

In case of force majeure, the affected party shall make every reasonable effort to fulfill its obligations.

If the event prevents performance of only part of the Terms and does not affect realization of the Service as a whole, the affected party shall continue to perform unaffected obligations.

The affected party must notify the other party in writing as soon as possible, indicating which obligations cannot be performed due to the force majeure and provide an estimate of the expected duration.

If performance of obligations remains impossible for more than three (3) months due to force majeure, the unaffected party reserves the right to terminate this Agreement with immediate effect, without liability for damages, by written notice.

Article 21. Confidentiality of Data

All information and data made available by one party to the other for the purpose of fulfilling obligations under these Terms shall be considered confidential. Confidential data may not be used for purposes other than those specified herein without the explicit consent of the other party.

Neither party shall be liable for disclosure or use of data that:

- is already public or becomes public (without breach of contract), or
- must be disclosed by law or upon request of competent authorities.

The party breaching confidentiality obligations shall be liable for all damages, without limitation, caused to the other party as a result.

Neoinfo and the User are obliged to act in accordance with all applicable data protection laws and ensure, through employment contracts, internal regulations, or any legally acceptable method, that their employees, associates, and assistants maintain confidentiality of information deemed confidential by the other party.

Article 22. Dispute Resolution

Neoinfo and the User agree to resolve all disputes arising from or related to these Terms amicably. In case of failure, the competent court in Zagreb shall have jurisdiction.

Article 23. Final Provisions

These Terms replace all previous oral or written agreements between Neoinfo and the User relating to the subject matter herein.

These Terms will be published on Neoinfo's official website www.adeopos.hr and enter into force on the date of publication.

They are also available at all authorized Neoinfo sales points and shall be delivered to the User when entering into a contractual relationship under Article 1.

Neoinfo reserves the right to amend these Terms, in which case the User will be duly informed on the official website or otherwise. If such amendments are less favorable for the User, the User has the right to terminate the Service Agreement within 60 days of publication and must return the Equipment to Neoinfo as described in Article 10.7. All other relations not governed by these Terms shall be subject to the laws of the Republic of Croatia.

Sales Terms

If the ordered goods are unavailable, Neoinfo d.o.o. will offer the customer the most similar available goods.

After the customer confirms by email that the offer is acceptable, the goods will be delivered on the next business day at the earliest, according to the selected delivery method.

If the customer does not accept the offer, a refund will be issued.

Goods are not delivered on the basis of proof of payment, but only after the payment is visible on Neoinfo's bank account.

For payments via Croatian commercial banks, this is usually the next business day or, in many cases, two business days after payment. For payments via Croatian Post offices, it takes a minimum of two business days after payment.

If, due to an error or oversight, the price published on the website is incorrect or has changed in the meantime, we reserve the right to amend it.

Neoinfo d.o.o. reserves the right to inform you of the price change or correction and to provide you with the option to confirm or cancel your order.

Contact:

- Email: prodaja@adeopos.hr
- Phone: +385 1 660 38 21