

## Terms of use of the HAC ENC application

These General Terms of Use apply to downloading and use of the HAC ENC application (web portal *prodaja.hac.hr* and mobile applications available on Android and iOS). So be sure to read them carefully.

You may not copy or modify the application, any part of the application or our trademarks in any way. You may not attempt to extract the source code of the application, translate the application into other languages, or run versions.

The application itself and all trademarks, copyrights, database rights and other intellectual property rights associated with the application still belong to the company Hrvatske Autoceste.

Hrvatske Autoceste strives to make the application as useful and efficient as possible. Therefore, we reserve the right to change the application or charge for services at any time and for any reason. The application or its services will not be charged without clearly showing you what the payment refers to.

The HAC ENC application stores and processes personal data (e-mail, OIB, name and surname, address, telephone number) that you have submitted to us in order to provide you with the top-up service of your ENC subscription account.

It is your responsibility to protect your computer and phone and access the application.

Therefore, we recommend that you do not modify the operating system of your mobile device (jailbreak or root), or remove the software restrictions and restrictions imposed by the official operating system of your device. Doing so could make your phone vulnerable to malware / viruses, compromise your phone's security features, and could cause the HAC ENC application not to work or not work properly.

The application uses the services of third parties who publish their own Terms and Conditions. Link to the Terms and Conditions of the third party service providers used by the application:

- [Google Play Services](<https://policies.google.com/terms>)
- [Google Analytics for Firebase](<https://firebase.google.com/terms/analytics>)

You must be aware that there are certain situations for which Hrvatske Autoceste does not take responsibility. Some application features require an active internet connection. The connection can be Wi-Fi or a connection provided by a mobile network service provider. Hrvatske Autoceste cannot take responsibility if the application does not work in full functionality because you do not have access to a Wi-Fi network or if you do not have or have used a monthly quota for data traffic with your mobile operator.

If you use the application outside of the Wi-Fi network area, please note that your contract terms with the mobile network provider will continue to apply. Accordingly, your mobile operator may charge you for the duration of the connection during access to the application or other third-party costs. By using the application, you accept responsibility for any such costs, including data roaming charges, if you use the application outside your home territory (ie region or country) without disabling data roaming. If you are not required to pay the bill for the device on which you use the app, please note that we assume that you have received approval from the account user to use the app.



Regarding the responsibility of Hrvatske Autoceste for your use of the application, we emphasize that, although we strive to ensure its updating and proper functioning, we rely on third parties to provide us with information to make it available to you. Hrvatske Autoceste does not accept responsibility for any loss, direct or indirect, as a result of full reliance on this application functionality.

Also, Hrvatske Autoceste cannot take responsibility for the way you use the application, ie you must ensure that your device is charged - if the battery runs out and you cannot turn it on to use the service, Hrvatske Autoceste cannot accept responsibility.

We may update the application over time. The app is currently available on Android and iOS - requirements for both systems (and for any additional systems we choose to extend app availability to) may change, and you'll need to download updates if you want to continue using the app. Hrvatske Autoceste does not undertake to always update the application so that it is relevant to you and/or works with the version of Android and iOS that you have installed on your device. However, it is your responsibility to always accept app updates when offered.

Hrvatske Autoceste may at any time make a decision to cease providing the service of using the application, without special notice of termination. Unless otherwise specified, upon any termination of the Service: (a) the rights and licenses granted to you under these Terms shall terminate; (b) you are obliged to stop using the application and (if necessary) delete it from your device.

**\*Changes to these Terms\***

We will update these Terms from time to time. Therefore, we encourage you to periodically review this site. We will notify you of any changes by posting new Terms on this page.

These Terms were updated on February 15, 2021.

**\*Contact us\***

If you have any questions or suggestions regarding our Terms of Use of the ENC IN application, feel free to contact us at [info-naplata@hac.hr](mailto:info-naplata@hac.hr).✉

**Hrvatske Autoceste d.o.o.**