

F-IQ

**General Terms and Conditions**

(valid from: 22.11.2023.)

(hereinafter: **Terms and Conditions**)

## Contents

<b>Introduction</b> .....	3
<b>Acceptance of the Terms and Conditions</b> .....	3
<b>Amendments of the Terms and Conditions</b> .....	3
<b>Service Provision and Contract Conclusion</b> .....	4
<b>Responsibilities of the Service Provider</b> .....	5
<b>Data Collection</b> .....	5
<b>Supervision of Service Provider's Operations</b> .....	5
<b>Obrada i zaštita osobnih podataka</b> .....	6
<b>AISP Role and Data Collection from Service User's Bank Accounts</b> .....	6
<b>Important Restrictions and Service User's Liabilities</b> .....	6
<b>Technical Preconditions for Using the Service</b> .....	7
<b>Service Price</b> .....	7
<b>Other Provisions</b> .....	7
Customer Support, Comments, Commendations, Complaints and Suggestions.....	7
Actions and Procedures for Legal Protection the Service User .....	7
Intellectual Property Rights .....	8
Disclaimer of Liabilities of the Service Provider.....	8
Language.....	8
Court Jurisdiction and Relevant Legislation .....	8

## Introduction

These **Terms and Conditions** prescribe the rules of business and provision of the **F-IQ** service. (hereinafter: **F-IQ** or **Service**).

**F-IQ** is a mobile application and a web page, i.e. internet service for managing personal finances.

The owner of all intellectual property, including, but not limiting to intellectual rights, know how, trademark, industrial design, patent, related to **F-IQ** is the company **Gaurus društvo s ograničenom odgovornošću za informatiku, trgovinu i usluge** located in Zagreb, Jablanovac 27, OIB: 87359785969 registered in Commercial Court in Zagreb, MBS: 081062229 (hereinafter: **Service Provider**).

**F-IQ** is available through web pages, internet service and mobile application owned by the **Service Provider**.

A person or a company using the **F-IQ** service in any of its forms will hereinafter be referred to as a "**Service User**".

The **Service Provider** aims to provide a simple tool to manage individual's personal finances for the purpose of improving their financial life, which **F-IQ** achieves by retrieving and analysing financial transactions from one's bank accounts with purpose to manage personal finances of the **Service User**.

Services available under the **F-IQ** service consist of the following features, as follows:

- Review of personal finances through review of collected data from **Service User's** financial transactions
- Financial condition evaluation calculated based on the available **Service User** data
- An overview of past and future short-term and long-term trends in **Service User** financial behavior

## Acceptance of the Terms and Conditions

It is assumed that while using the **F-IQ** web pages or service, **Service User** is aware of the current **Terms and Conditions** and fully understands and accepts them. The **Terms and Conditions** and all related documents are always available on the web site of the **Service Provider** which the **Service User** can access while using the **F-IQ** service.

By completing the registration process and by using any part of the **F-IQ** mobile application or the **F-IQ** service, the **Service User** accepts these **Terms and Conditions** as well as all specific rules which are determined by or can be determined by specific parts of the **F-IQ** service.

The **Service** cannot be used unless the box "I agree with the Terms and Conditions" is clicked and by clicking it the **Service User** confirms that they have read and understood these **Terms and Conditions** and that they agree with them.

## Amendments of the Terms and Conditions

These **Terms and Conditions** and all their subsequent amendments caused by the regulatory changes, changes of the financial market conditions, changes in the organisational or technological process, are legally binding for the **Service User**.

All amendments to these **Terms and Conditions** will be published on the **Service Provider's** website, and all existing users will be notified of amendments to the **Terms and Conditions** by e-mail.

Amendments to the **Terms and Conditions** shall enter into force within 60 days from the day of publication on the **Service Provider's** website, or from the day on which a notification was sent to the **Service User**, in

accordance with Article 26 of the Payment Transactions Act. Within that period, the **Service User** may request the termination of the contract if they do not agree with the amendments to these **Terms and Conditions**, and should they fail to inform the **Service Provider** that they don't agree with the amendments within that period, it will be considered that they have accepted them.

## Service Provision and Contract Conclusion

When the **Service User** has accessed the **F-IQ** service in accordance with the instructions of the **Service Provider**, registration is required, and by going through the registration process the **Service User** will be acquainted with the **Terms and Conditions** and they will confirm that they accept the **Terms and Conditions**.

Prior to the registration process, all information regarding the registration process, as well as these **Terms and Conditions** and other accompanying documents determining the rights and obligations of the future **Service User** are available on the **Service Provider's** website.

Upon completing the registration process, the **Service User** confirms that they are familiar with these **Terms and Conditions** and it is considered that upon receipt of the registration certificate, and in accordance with these **Terms and Conditions**, the contract is concluded between the **Service Provider** and the **Service User**. The **Service Provider** shall, in a reasonable timeframe, inform the **Service User** about the contract conclusion by sending an email to the **Service User's** email address.

During the registration process, the **Service User** must create a personal user account within the **F-IQ** service (hereinafter: the "**Account**"). When creating an **Account**, the **Service User** gives their explicit consent to the **Service Provider** to collect transaction data from the personal account that the **Service User** has opened with their bank as part of the **F-IQ** service.

Throughout the **Service** provision, the **Service Provider** collects the data required for personal finance management by accessing the **Service User's** bank accounts based on their explicit consent which the **Service User** gives for the declared purpose through the web pages of the bank and it is considered that the **Service** is completely provided at the time of giving the bank consent.

The **Service User** gives the explicit consent to the **Service Provider** for contract execution right after the contract conclusion and they are aware of the fact they lose the right for unilateral contract termination specified in the article 95. of the Consumer Protection Act following the successful delivery of the **Service**. Starting from the time of the contract conclusion to the **Service** delivery the **Service User** has the right to terminate the contract according to the article 95. of the Consumer Protection Act.

The **Service User** has the obligation to inform the **Service Provider** of their decision to terminate the contract according to the article 95. of the Consumer Protection Act by sending an email from the email address used for the **Service** registration to the email address: [F-IQ@gaurus.hr](mailto:F-IQ@gaurus.hr). The **Service Provider** will confirm the reception of the contract termination request, without delay, to the originating email address.

Regardless of the contract termination according to the article 95. of the Consumer Protection Act, the **Service User** may terminate the contract without specifying the reason.

In order to close their **Account** the **Service User** must consult the user manual available on the **F-IQ** web pages or within the **F-IQ** mobile application.

Should some additional explanation or information regarding the **F-IQ** service, opening or closing the **Account** be required the **Service User** can also contact the **Service Provider** by sending an e-mail to [F-IQ@gaurus.hr](mailto:F-IQ@gaurus.hr). The **Service Provider** undertakes to answer all questions in the shortest possible time, taking into account the number of inquiries and working hours of the **Service Provider**.

## Responsibilities of the Service Provider

The **Service Provider** is neither liable for the decisions made by the **Service User**, nor do they encourage the **Service User** to adopt any decision based on the delivered **Service**. The **Service Provider** does not give recommendations to the **Service User** but allows them to use a simple tool for gaining insight into their own financial situation and for management of personal income and expenses.

The **Service Provider** is not and cannot be held responsible for the financial and/or any other consequences that may arise from the interpretation of data and presentation of the **Service User's** data, or for third party services that may be available through links within the **F-IQ** service, or for accuracy of data obtained through third party services, which are displayed as part of the **F-IQ** service, or data entered personally by the **Service User**.

Although the **F-IQ** service can provide significant assistance in managing personal finances, the **Service Provider** instructs the **Service User** to contact a professional financial advisor in case of any doubts before making investment decisions or deciding on changes related to personal financial strategies.

**The Service Provider is not a financial advisor, nor is registered to provide such a service.**

Despite careful monitoring of all content, the **Service Provider** assumes no responsibility for the content of the websites accessed through links from the **F-IQ** website or **F-IQ** mobile application. The **Service Provider** has no influence on the current or future design, content or authorship of pages linked to the **Service**. The editors of the linked pages are solely responsible for their content, functionality, correctness and legitimacy.

## Data Collection

During provision of the **Service**, the **Service Provider** collects data necessary for personal finance management by accessing the **Service User's** bank account based on the explicit consent of the **Service User** given on the web pages of **User's** bank. If **Service User** wishes to provide data for personal finance management to a third party, **Service User** gives explicit permission to **Service Provider** for such action by entering a specific authorisation code provided by the third party and verified by the **Service Provider**.

By using the **Service**, **Service User** confirms that they are older than 18 years, that they have legal capacity to enter into contract and that they are aware that they may not use **F-IQ** or related services if they are in breach of these **Terms and Conditions**.

## Supervision of Service Provider's Operations

The Croatian National Bank (hereinafter: "**CNB**") is responsible for supervising the work of the **Service Provider**. In the administrative procedure, the **Service Provider** obtained a decision from the **CNB** on entry into the register of authorized account information service providers and is authorized to provide the **Service** on the territory of the Republic of Croatia and in other EU countries.

If the **Service** is provided outside the borders of the Republic of Croatia and within the EU, the **Service Provider** will be entered in appropriate registers of authorized account information providers by the competent authorities in the respective country, in accordance with a decision issued by the **CNB**.

If the **Service** is provided outside the territory of the EU, the **Service Provider** will obtain the appropriate permits from the competent authorities in accordance with regulations of the country where the **Service** will be available.

## Personal Data Protection and Processing

The processing and protection of personal data processed by the **Service Provider** is carried out in accordance with the applicable General Data Protection Regulation (GDPR), the applicable and other regulations for the protection of personal data, as well as the Personal Data Protection Policy available on the web pages of the **Service Provider**.

Management and storage of **Service User's** personal data in a safe and confidential way is of utmost importance to the **Service Provider** which warrants specific attention in order to gain and keep the confidence of the **Service User**.

**Service Provider** may provide the data resulting from financial analysis of **Service User's** data to third parties only as per explicit request of the **Service User** where **Service User** must be made aware of the data which is to be provided to a third party and before the data is provided the **Service User** must provide an additional confirmation for such action by entering an authorisation code.

The **Service Provider** may archive electronic, oral or written correspondence with the **Service User** in order to improve their own business performance.

## AISP Role and Data Collection from Service User's Bank Accounts

The **Service Provider** is a registered account information service provider (AISP) in accordance with the approval of the **CNB**, registration number AISP611. The Account Information **Service Provider** (AISP) has the possibility to access the **Service User** bank accounts with prior explicit permission by the **Service User**, in accordance with the PSD2 regulation (EU Directive 2015/2366). The aim of collecting financial data from the **Service User** account is to process the collected data and present it to the **Service User** in appropriate format and to analyse the data to provide additional information. The **F-IQ Service** will collect and store the financial data of the **Service User** that is available through the PSD2 interface of banks with which the **Service User** has opened accounts and for which the **Service User** has given their consent. The **Service Provider** will store the collected data in accordance with the positive legal regulations of the country where the **Service** is provided. If the **Service** is provided in the Republic of Croatia, the **Service Provider** will pay special attention to the provisions of the Payment Transactions Act (OG 66-1330/2018) and all relevant legislation.

## Important Restrictions and Service User's Liabilities

The **Service User** is responsible for maintaining the confidentiality of data, maintaining the appropriate anti-virus and anti-malware software on the computer used for accessing the **Service** so that the data processed by the **Service** are not endangered by their own negligence.

The **Service User**, if there is suspicion or proof that someone has committed fraud by accessing his/her personal account, must immediately contact the technical support service by sending an e-mail message of appropriate content to the e-mail address [F-IQ@gaurus.hr](mailto:F-IQ@gaurus.hr).

If the **Service Provider** suspects a fraud or receives a threat related to the **Service User**, it must inform the **Service User** about it as soon as possible by sending an email to the **Service User's** registered email address and contact them via telephone if possible, The **Service User** may not in any case:

- use the **Service** or any of the related services and services for illegal purposes
- use the **Service** or any of the related services for in any way that would violate the rights of others
- resell or use the **Service** or any of the related services in any commercial way, as the services are intended for personal use only

- perform reverse engineering or analyse technology related to the **Service** or any of the related services, including, but not exclusively any software applications or add-ons associated with those services
- use robots, a web crawler or any similar action for the purpose of collecting data, copying any part of the **Service** or any of the related services and services
- use, enter or transmit any file or e-mail containing viruses, worms, Trojan horses or any other harmful and destructive elements; or access the **Service** by unauthorized means or other means, including, but not exclusively the assistance of an automated device, script, robot, or crawler
- transmit or sell any elements or information related to the **Service** or any of the related services.

The **Service Provider** has the right to unilaterally and irrevocably terminate the **Service User's** account without any right to compensation and legal action if the **Service User** misuses the **User** account and uses it contrary to positive legal regulations, or if they find that the use violates the provisions of these **Terms and Conditions**.

Any information related to computer software, product specifications, as well as any other technical specifications and product descriptions, and financial and business information shared by the **Service Provider** with the **Service User** is considered confidential information.

## Technical Preconditions for Using the Service

The **F-IQ** as well as related services may be available via computers, tablets, mobile devices with Internet access and/or network access, and may require additional software and/or additional services.

## Service Price

The **Service** is completely free of charge to the **Service User**.

## Other Provisions

### Customer Support, Comments, Commendations, Complaints and Suggestions

**Service User** may contact the **Service Provider** at any time through [F-IQ@gaurus.hr](mailto:F-IQ@gaurus.hr) email address for customer support, comments, commendations, complaints and suggestions.

### Actions and Procedures for Legal Protection the Service User

If the **Service User** considers that they have suffered violation of their rights, they may file an official complaint in writing to the **Service Provider's** office address: GAURUS d.o.o. Zagreb, Jablanovac 27.

The complaint must be sent through registered mail. Alternatively, the complaint may be sent to the email address [F-IQ@gaurus.hr](mailto:F-IQ@gaurus.hr).

The **Service Provider** will address the complaint within 10 days from the day of receipt, and will, if necessary, invite the **Service User** to clarify and document the allegations of his complaint.

If the nature of the complaint requires a longer period of time for a response, an interim response must be sent within 10 days, but the final response must be sent no later than 35 days from the complaint receipt date. In its final response, the **Service Provider** will refer the **Service User** to the possibility of submitting a complaint to the CNB.

## Intellectual Property Rights

All intellectual property related to the **Service** as well as the content of the web site and mobile application used for provisioning the **Service** (computer software, design of the **F-IQ Service** and the related services, promotional materials, text, graphics, photographs, illustrations, images, videos, notices and other content) are owned exclusively by the **Service Provider** or **Service Provider** has the right of use by authority of their author.

The **Service User** does not gain any intellectual property rights related to the **Service** or the content of the **Service** web pages and mobile application by using the **Service** or the content published on the **Service** web pages or within the mobile application.

## Disclaimer of Liabilities of the Service Provider

The **Service Provider** will take all reasonable steps to ensure the continued availability of the **Service** but cannot guarantee it in all conditions and disclaims any liability for the consequences of its temporary unavailability.

The **Service Provider** assumes no responsibility for errors, omissions or conclusions made by the **Service User** using the services or errors, or omissions in the content, data or other documents referenced, linked to or provided by or through the **Service** and/or the **Service** website.

The **Service Provider** disclaims any obligation and/or liability in connection with the **Service** and information, products and/or other content included or made available through the **Service**, whether explicit or implied within the relevant legal boundaries.

No warranty fund or any other form of **Service User** compensation other than the one specified by the Payment Transactions Act and the Capital Market Law is provided.

## Language

These **Terms and Conditions** are concluded in Croatian language. When providing the **Service** in the territory of EU member states, the contract may also be concluded in English or in the language of an EU member state.

During the period of the contract, communication between the **Service Provider** and the **Service User** will be performed in the language in which the contract was concluded and may also be performed in English to which the **Service User** agrees by entering into contract.

## Court Jurisdiction and Relevant Legislation

Relations between the **Service User** and the **Service Provider** before and after the conclusion of the contract are governed by the Croatian law. These **Terms and Conditions** are aligned with Croatian law and all unresolved disputes arising from or related to these **Terms and Conditions** are subject to Croatian law and under jurisdiction of the court in Zagreb.