

General Terms and Conditions of F-IQ Service Provision

These General Terms and Conditions of service provision prescribe the rules of business and provision of the F-IQ service.

The owner of all rights related to the F-IQ service is the company **Gaurus d.o.o.** (hereinafter: Service Provider).

The F-IQ service may be available through websites, an Internet service and a mobile application owned by the Service Provider.

By registering and using any part of the websites, the F-IQ mobile application and the F-IQ service within the website of the Service Provider, in addition to accepting these General Terms and Conditions, all specific rules that are or may be determined for certain components of F-IQ services are accepted.

It is assumed that by using the web F-IQ service or F-IQ mobile application, you are at all times familiar with the current content of the service rules of use and that you fully understand and accept them. These General Terms and Conditions, as well as other related documents, are available at any time at the Service Provider's website.

The Service Provider aims to provide a simple tool to manage an individual's personal finances for the purpose of improving their financial life. A person using the F-IQ service in any of its forms will hereinafter be referred to as a "Service User".

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. 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. The F-IQ Service has no influence on the current or future design, content or authorship of linked pages. The editors of the linked pages are solely responsible for their content, functionality, correctness and legitimacy.

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

- Review of personal finances through review of collected data on the user's financial transactions
- Financial condition evaluation calculated based on available user data
- An overview of past and future short-term and long-term trends in user financial behavior
- Projections of the user's future financial condition based on available data
- Simulating the future financial condition based on the user's wishes and plans

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

Acceptance of the General Terms and Conditions of Service Provision and Amendments thereto

These General Terms and Conditions, as well as all amendments that occur due to changes in legislation, financial market conditions, and changes in the organizational or technological process are binding on the Service User.

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

Amendments to the General 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 Agreement if they do not agree with the amendments to these General Terms and Conditions, and if they continue to use the service after that period, it will be considered that they have accepted them.

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 General Terms and Conditions of Service Provision and the Personal Data Protection Policy, and they will confirm that they accept the General Terms and Conditions of Service Provision and the Rules on Personal data Processing and Protection.

Prior to the registration process, all information regarding the registration process, as well as these General 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. In the event that the future Service User needs some additional explanation and provision of additional information before the decision on registration and conclusion of the agreement, they can also contact the Service Provider by sending an e-mail to F-IQ@gaurus.hr. The Service Provider undertakes to answer the question within a reasonable period, depending on the number of inquiries, but will try to answer the question within 2 (two) working days.

Upon completing the registration process, the Service User confirms that they are familiar with these General Terms and Conditions and fully agree with them, and it is considered that upon receipt of the registration certificate, and in accordance with these General Terms and Conditions, the **Agreement is concluded between the Service Provider and the Service User.**

In the event of a dispute regarding the provision of necessary information to the Service User, the burden of proof that they have acted in accordance with the positive legal regulations lies with the Service Provider.

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.

By using the F-IQ service, the Service User confirms that they have the legal capacity as well as the right to enter into binding agreements, and that they know that they may not use the F-IQ service or related services if they do not comply with these General Terms and Conditions.

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 in the register of authorized account information service providers and is authorized to provide the F-IQ service on the territory of the Republic of Croatia and in other EU countries.

If the F-IQ 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 F-IQ 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 F-IQ service will be available.

These General Terms and Conditions, i.e. the Agreement between the Service Provider and the Service User are concluded in the Croatian language. When providing the service in the territory of EU member states, the Agreement may also be concluded in English or in the language of an EU member state.

During the period of agreement, communication between the Service Provider and the Service User will be performed in the language in which the Agreement was concluded, and may also be performed in English.

Service User Data and Data Management

The Service Provider is committed to protecting the privacy of the Service User.

Managing and storing personal data of the Service User in a secure and confidential manner is of utmost importance and special attention is paid to this with the aim of gaining and maintaining the trust of the Service User.

The Service Provider guarantees that they will never rent, sell or trade personal data of the Service User as defined below.

Personalized security credentials are personalized features that the Service Provider uses for user authentication purposes. The Service Provider will provide everything necessary to ensure that personalized security credentials are available only and exclusively to the Service User, all in accordance with the positive legal regulations.

Personal Data and Data Management

"Personal data" means personal information such as name, e-mail address or postal address, telephone number, account numbers and any other identifiers collected from the website and mobile application of the service, or through communication with representatives of the Service Provider, and which can be used to personally identify the Service User.

The Service Provider does not share the personal data of the Service User with anyone, especially not with third parties engaged in promotional activities. The Service Provider will never sell, rent or trade personal data of the Service User.

The F-IQ Service may also collect and use other, non-personal data that may be collected through the website and mobile application activities, such as information available through an Internet browser and information obtained through the use of cookies. This includes some information that the Service User does not explicitly provide, but which may be collected automatically as part of the activities when using the service.

The types of data that are collected depend on which of the services are available to the Service User.

The following are the types of personal data that are collected at different stages of using the F-IQ service:

- If the Service User is only a visitor to the Service Provider's website, the website may set a cookie on the Service User's computer so that the system can recognize the Service User when they visit the site

again. Cookies are pieces of information stored directly on a computer device through which the service is accessed. Cookies allow the collection of data such as IP address, browser type, and time spent on web pages and which pages are visited. Also, cookies are used to collect statistics on the use of websites in order to continuously improve the design and functionality of the service and to help resolve any technical difficulties. Upon the first visit to the Service Provider's website, the Service User gives their consent to the placement of cookies on their computer, otherwise they cannot use the Service Provider's website.

- If the Service User registers to use the F-IQ service, they must enter their e-mail address, and may optionally enter other information such as name, phone number, age, gender, occupation, employment status, address, information about housing (e.g. rent/ownership, type of heating), household data (e.g. number of household members), etc.

The personal data of the Service User will be used for:

- Creating an user account
- Authentication
- Communication about features, service feedback, and new system capabilities.
- Providing customer support and offering new services and answers to inquiries and requests
- For in-depth analysis of the user's financial behavior and, based on that, the development of the user's financial profile;
- Comparing the user's financial behavior with other registered users in order to draw conclusions about the differences in financial behavior and create personalized insights that can help the User in making decisions related to improving their own financial behavior

By accepting these General Terms and Conditions, the Service User also accepts the Rules on Personal Data Processing and Protection that are published by the Service Provider on their website and that are an integral part of this Agreement.

[AISP Role and Data Collection from Users' 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 Service User explicit permission, in accordance with the PSD2 regulation (EU Directive 2015/2366). The aim of collecting financial data from the Service User account is to analyze the financial behavior of the User and aggregate data from several different sources for group presentation. The F-IQ Service will collect and store this 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 F-IQ service is provided. If the service is provided in the Republic of Croatia, the Service Provider will pay special attention to the provisions of Article 37 of the Payment Transactions Act (OG 66-1330/2018) and all legal changes.

[Google Analytics / Cookies / IP address](#)

The F-IQ service uses the Google Analytics service, an analytics web service by Google Inc. (hereinafter: "Google"). Google Analytics uses cookies in order to enable analysis of the way users use the website. The data on the use of the website, which is generated by cookies, will be forwarded and stored on Google's servers. Google will use this information for the purpose of evaluating the use of the service, compiling reports on website activity for website operators and providing other services relating to website activity and Internet usage.

It is also possible for Google to pass this information on to third parties if required to do so by law or if a third party processes the data for Google's purposes. Google will not associate the IP address of a Service User with any other data held by Google. The Service User may disable the use of cookies by setting their web browser accordingly, but in this case there is a possibility that they will not be able to use the website of the service in full functionality. By using the Service Provider's website, the

Service User authorizes Google to process data in the manner and for the purposes set forth herein. Before using the F-IQ Service website, it is recommended that the Service User reads Google's Terms of Service published at: https://policies.google.com/privacy?hl=en_US.

The IP address of the Service User will be identified and reported each time the Service User visits the F-IQ Service website. The IP address will be used for the purpose of calculating the usage level, assistance in diagnosing technical problems and support to the Service User. Also, the IP address will be used to assist in detecting potential fraud and verification to protect the Service User security on the Internet.

In order to protect the users' personal data from unauthorized access and use, the F-IQ service applies security measures that are in accordance with the relevant laws and regulations in line with the most modern systems and data protection measures.

Data Confidentiality

The user of the service is responsible for maintaining the confidentiality of data related to the login to the personal user account (username and password for access), for maintaining the appropriate anti-virus and anti-malware software on the computer so that the personal user account login data is 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.

The Service User is obliged to use the service in a way that does not jeopardize the confidentiality of personal data and refraining from exposing themselves to unnecessary risks, such as leaving the computer with open access to the F-IQ service, recording, disclosing, transmitting, sending or publicly publishing personal data and/or passwords to access the F-IQ service.

Under no circumstances may the Service User:

- use the F-IQ Service or any of the related services and services for illegal purposes
- use F-IQ or any of the related services for defamation, abuse, blackmailing or in any other way that would violate the rights of others
- resell or use the F-IQ service or any of the related services in any commercial way, as the services are intended for personal use only
- perform reverse engineering or analyze technology related to the F-IQ 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 F-IQ 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 create/register an account 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 F-IQ service or any of the related services.

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 confidential information.

Confidentiality and Feedback

The Service User may at any time contact the Service Provider at the e-mail address F-IQ@gaurus.hr for customer support, comments, complaints and suggestions (hereinafter jointly: "Feedback")

Feedback is considered confidential.

Consent to e-mails

By providing their e-mail address for the use of services, the Service User agrees to receive all notifications and information about services and other offers electronically. The Service User may cancel the option of receiving notifications and information at any time by updating the settings of their user profile.

Service Price

The F-IQ service price list is available on the service website and is an integral part of the General Terms and Conditions. By accepting these General Terms and Conditions, the Service User also accepts the stated price list of the Service Provider.

Procedures and Processes Related to the Legal Protection of the Service User

If the Service User considers that some of his rights have been violated during the use of the F-IQ service, he may send a written complaint to the business address of the Service Provider: Gaurus d.o.o. Zagreb, Jablanovac 27.

The complaint must be sent by registered mail or to the e-mail address 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 a 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.

Ownership, Copyright and Trademark

The technology and content offered, including but not exclusively the services available under the F-IQ service such as software add-ons, computer software, tablets, smartphones, or the like, may be owned by the Service Provider or may be licensed by a third party. The listed content includes the layout of the F-IQ service and related services, promotional materials, text, graphics, photographs, illustrations, images, videos, notices, software solutions and other content, all protected by copyright and subject to trademark, patent laws as well as other intellectual property laws. As part of these services, the Service Provider may, until revoked, permit content use for personal or non-commercial purposes. The name of the F-IQ service, logo and other marks are registered trademarks of the Service Provider, i.e. the company Gaurus d.o.o. All other product names and company logos that can be found while using the F-IQ service are trademarks or service marks of their respective owners. The Service User may not copy, reproduce, create derivative works, publish, transmit or distribute in any way any of the content, information or trademarks without the express, written consent of the Service Provider.

Disclaimer of Warranties and Disclaimer of Liability

The Service Provider will take all reasonable steps to ensure the continued availability of the F-IQ 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 F-IQ service website.

The Service Provider disclaims any obligation and/or liability in connection with the Services and information, products and/or other content included or made available through the F-IQ Service, whether express or implied.

The F-IQ service 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.

Term of the Agreement and Settlement of Disputes, Court Jurisdiction

The Agreement may be concluded for a period of 6 months or one year with automatic extension to the next Agreement Period. The user of the service may terminate the agreement at any time without giving a reason. In order to close the account, i.e. to terminate the Agreement, the Service User should consult the user instructions available on the F-IQ service website or via the mobile application.

The Service Provider has the right to terminate the Agreement with immediate effect, of which they will notify the Service User in advance via e-mail with the stated reason for closing the account. The Service Provider has the right to close the account of the Service User 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 General Terms and Conditions.

Termination of this Agreement shall not affect any of the rights or obligations arising under this Agreement prior to termination. In the event of termination of the Agreement by the Service User, the F-IQ service will be available to the Service User until the end of the billing period, i.e. until the end of the paid period.

After closing the account, the Service Provider reserves the right to retain only that information which they are obliged to retain by law.

The Parties to the Agreement will primarily try to resolve any dispute arising from the period of agreement between the Service Provider and the Service User in an amicable manner and in the spirit of best business practice, and in case of failure, the competence of the court having subject matter jurisdiction in Zagreb, Republic of Croatia is agreed upon and the governing law shall be the Croatian law.

In the event of a dispute between the Service User and the Service Provider, the burden of proof lies with the Service User, except in cases where the law stipulates that the burden of proof lies with the Service Provider.

If the Service User notices unauthorized user account access, they are obliged to inform the Service Provider about it within 24 hours to the e-mail address F-IQ@gaurus.hr, and to precisely describe why they consider that unauthorized access has occurred.

If the Service Provider suspects fraud or receives a threat related to the Service User, they will inform the Service User as soon as possible by sending an e-mail to the registered e-mail address, and if possible, they will try to contact them by phone.

If the Service User considers that they have suffered any damage due to actions by the Service Provider, they will contact the Service Provider in writing, and the issue of compensation will be resolved primarily by agreement between the parties, and if this is not possible, the provisions of the Civil Obligations Act apply to the issue of damages.