

## RIS Procurement Portal for RIS Suppliers

### Terms of Use

**The date of the last change: 01.05.2019.**

#### 1. Scope

1.1 RIS d.o.o. (here in after RIS) has created this Web Portal – Ensolva Supplier Portal (hereinafter referred to as „SP“) as a platform with the purpose of enabling the top quality and the most efficient supply and communication procedure with the prospective Suppliers (1.3) and buyers. RIS operates the SP and edits the content either published on it by RIS or uploaded by RIS Suppliers.

1.2 These Terms Use of the SP (hereinafter referred to as „Terms“or„Terms of Use“) and the legal provisions of the Republic of Croatia shall apply touse of the SP as well as the use of other Content. Upon registration on the SP, the Supplier will beeing asked to read and accept the Terms. However, the fact that the Supplier has accessed the Portal for the first time and/or is using it, implies that he is has the knowledgeof all provisions ofthe Terms, that they are clear to him and that he understands them. If you not accept the Terms, please do not access the SP, do not register, uploador use any Content accessible on the Portal. If you have any questions or uncertainties related to the Terms of Use, please contact us on the e-mail address [support@ensolva.com](mailto:support@ensolva.com).

RIS reserves the right to change the Content, the layout and/or the way touse the SP including, but not limited to, adding, amending, editing or removing any Content even entirely removing the Portal, as well as the right to alter the Terms of Use at their own discretion, at any time and without a prior notice. All modifications and amendments of the Portal, the Content and/or the Terms shall be applicable upon their publication on the Portal. In that case the suppliers will be inform to check new version Terms of Use and upon their nextacces to the SP it is supposed that they have read the Terms and accepted the currently published version.

If RIS and the Supplier made separate agreements settling relations settled also by these Terms, the provisions of the separate agreements shall have priority over these Terms.

1.3 The Supplier is a legal or a physical person confirming, by the registration on the Portal, its intention or willingness to be registrated in RIS's Supplier file as well as to participate in procurement process it applies for by submitting an offer.

1.4 By registering on the SP the Supplier accepts the Terms and chooses its user name, the e-mail address and the password to be used for its logging on the Portal (here in after referred

1.5 to as „Log-in data“). More detail registration provisions are contained in Article 2 of these Terms.

1.6 The Supplier is responsible for the content, the truthfulness, the completeness, the quality and all other features of informations, data, documents or other forms, such as offers, price lists, catalogues, photographs etc. (here in after referred to as „Content“) that the Supplier provides i.e. uploads on the SP, in particular the responsibility for the violation of trade secrets, copyrights and other intellectual property rights, personal rights, especially the right to dignity, honour, respect, privacy and all other possible rights that RIS, other Suppliers or Third parties (hereinafter referred to as „Third party rights“) might have in relation to the Content send to RIS via the SP by the Supplier.

## 2. Registration and Log-in data

2.1 In order to guarantee the security of the data and of other business transactions the access to SP and its use is enabled only to registered Suppliers. Registration is optional but if Supplier want to participate in procurement process announced by RIS the Supplier must register on the SP first. The Registration procedure need to be done only once; afterwards the Supplier will use its registered email address and chosen password as login data to log into the SP system. The login data enable the Supplier to upload, view, moderate and manage its own Content. The Supplier may at any time request that RIS close and remove its user account.

2.2 At registration, the Supplier will choose its user name i.e. the e-mail address by means of which he will log into the SP system and to which the Supplier will receive all e-correspondence related to the use of the SP. The registration of an illegal, unethical, insulting name or a name that infringes Third party rights isn't allowed and RIS reserves the right to deny the Supplier's registration under such user name, i.e. either to suspend or to cancel the Supplier's account at any time even without a prior notice.

The first password for login to the Portal will be assigned to the Supplier automatically and the Supplier has to change it into the password of his own choice.

When registering the Supplier must provide full and accurate information and data needed for the registration and update them periodically when needed (especially the contact data such as the company/name, the address, the name of the contact person, the phone numbers, the fax and the cell phone numbers, the email addresses etc.). By the entry of the personal data into the SP system during the registration procedure and later (eg. in any procurement process on the SP) the Supplier shall ensure it has obtained the consent for RIS to register, collect and use the physical persons data for its purposes according to the provisions of the Privacy protection law and other applicable legal prescriptions on privacy protection valid in the Republic of Croatia. A contrary action may cause difficulties in communication with the Supplier, the inability for the Supplier to participate in a procurement process and may represent a breach of the Terms or of the legal provisions in

force, which may in turn bring about the suspension or cancellation of the Supplier's user account even without a prior notice.

After finishing the registration process, the Supplier shall receive a link for the authorization of the entered data by e-post. The registration is completed and the Supplier will be able to start using the Portal after he has authorized the data entered by means of the submitted link, thereby taking the responsibility for all activities performed on its user account and/or under its name. The Supplier shall manage exclusively its own Log-in and user account data making sure that it has completed the Registration and that only authorized employees or other persons authorized by the Supplier may have access to the Portal and may log in.

- 2.3 The Supplier shall be bound to keep all data about its user account secret, in particular its personal password, to ensure they stay secure, i.e. protected from an unauthorized disclosure, access or abuse as well as to change the password periodically. The Supplier has an exclusive liability for damage caused to itself, to RIS and other Suppliers or any other third party due to unauthorized disclosure and/or use and abuse of his Log-in data, his other user account information, as well as the Content published under its user name.

If the Supplier has any doubts about the unauthorized use of his user account, it is obliged to inform RIS instantly by e-mail message to [support@ensolva.com](mailto:support@ensolva.com). Upon receipt of such a notice by the Supplier, RIS will as soon as it is technically possible suspend access to the Supplier's user account by means of compromised Login data. The access will be reactivated following a special process of validation or upon a re-registration.

- 2.4 RIS excludes any responsibility towards the Supplier due to or related to an unauthorized registration or misuse of the user account, the Log-in data or the Supplier's Content caused by the Supplier's actions contrary to the provisions of this Article, i.e. due to or related to the appropriate measures undertaken by RIS based on and in compliance with the provision of this Article.

### 3. The Rights of Use the SP and the Content

- 3.1 Legal provisions in force in the Republic of Croatia shall apply to the use of the Portal and the Content published and/or accessible on the SP. RIS will make reasonable efforts to make sure that the Portal and all its functionalities may be accessible at any time in compliance with these Terms of Use.

- 3.2 RIS or Third parties that authorized RIS to publish and/or use their Content reserve all rights to the Portal, including the domain name, the corresponding software, the user interface design, the company, trade marks or service marks as well as all Content published by RIS. All rights are reserved unless otherwise clearly stated in writing.

- 3.3 The Supplier has rights to access to the Portal and of its use and the use of the appropriate accessible Content only for the established purpose of meeting the needs of the

corresponding procurement process, within the framework of its business relation with RIS.

The Supplier is not authorized either to download, save, print, reproduce, modify, publish, distribute, rent out, lend, expose, show in public either entirely or partly or use the available Content in ways other than prescribed by this paragraph without a written consent by RIS (that can be granted also in the form of an appropriate notification or a remark published along with such a Content on the Portal).

The Supplier is not authorized, unless otherwise expressly specified in writing, either to install, reproduce, distribute, modify or use in another way or to decompile/deassemble the software used to run the Platform or the one provided by RIS for the needs of or related to the Portal, i.e. to use reverse engineering except to the minimum extent allowed in compliance with the cogent provisions of the legal prescriptions in force in the Republic of Croatia.

- 3.4 All rights to the Content submitted, entered or otherwise made available on the Portal by the Supplier belong to the Supplier or to Third parties that granted authorization for their Content use to the Supplier. The Supplier guarantees and bears liability for such Content in compliance with Articles 4-8 herein.

The Supplier shall authorize RIS to download, save, print, reproduce, distribute and use the Content in other appropriate ways exclusively for the needs of the corresponding procurement process, within the framework of its business relation with the Supplier.

The Supplier shall be bound to mark in a proper way the Content protected by trade secret, copyrights, other intellectual property rights or any other rights before furnishing any Content to RIS as well as inform RIS in writing on all possible limitations applicable on the use of a particular Content. Within the meaning of the above provision, the written form condition is considered to be fulfilled also in case when the written remark or notification was sent to RIS through the Portal along with the Content it refers to at the latest.

#### 4. Intellectual Property

- 4.1 The Portal in its entirety as well as its particular segments and the appropriate Content may be protected by intellectual property rights and other rights in compliance with legal prescriptions in force in the Republic of Croatia, international contracts and other instruments of the international law. The Supplier is bound to act in compliance with these provisions and in particular, not to remove the alphanumeric codes of intellectual property rights marks (trade secret, copyright, patent, trademark, company and design) that the Portal and/or Content may contain.
- 4.2 RIS shall immediately examine every report related to the breach of right in compliance with this Article. The Supplier is bound to provide RIS with full support and help in establishing the facts and removing possible irregularities. If RIS become aware of the reported irregularities or breaches or notice their likely occurrence or whenever it considers to be necessary, justified

or effective, RIS can without delay or without a prior notice to the Supplier temporarily or permanently remove any Content in fringing valid legal provisions, the provisions of these Terms of Use and/or Third party rights from the Portal and, suspend or cancel the Supplier's user account.

The suspension or cancellation of the user account of the Supplier, does not exempt it from the liability for all possible infringements it has committed and/or the damage it caused during its use of the Portal. The Supplier is bound to compensate to RIS and/or the corresponding third party for the damage and the expenses caused by the breach of provisions and/or rights described in this Article.

RIS entirely excludes any responsibility whatsoever towards the Supplier caused by or related to appropriate measures undertaken by RIS on basis and in compliance with the provisions of this Article.

## 5. Duties of the Supplier

5.1 The Supplier shall at its own expense set up a properly functioning computer configuration and internet access, which shall enable it to access the Portal. The optimal use of the SP is enabled by the use of the Google Chrome browser, Mozilla Firefox and the last three versions of the Microsoft Internet Explorer. RIS points out that optimal use of the SP may not be possible with other web browsers. RIS shall accept no responsibility for a possible Supplier's inability of an optimal use of the Portal in case it is due to the lack of accessibility or to reduced accessibility.

### 5.2 The Supplier shall not:

1. Enter, store, publish, transmit and/or exchange on the Portal or in other ways, directly or indirectly, the content that infringes legal provisions in force including untruthful, insulting, threatening, dirty, violent, vulgar, racist and other inappropriate Content encouraging hatred of any kind, as well as the Content infringing the intellectual property rights and in particular the copyright, company name, trade mark and design, trade secrets, as well as any other rights and in particular personal rights including the right to dignity, honour, respect, privacy and personal data protection, children's rights etc, including private e-mail messages and other types of correspondence or communication;
2. Enter, publish, transmit and/or exchange via the SP or in other ways, directly or indirectly, the Content without a prior authorization of the copyright holder or of other intellectual property holder;
3. Enter, publish, transmit and/or exchange through the Portal or in other ways, directly or indirectly, unsolicited Content directed to RIS, to the Suppliers or to Third parties without their prior consent or request, including multiple distribution of material of the same or of similar content (spamming/hoax), chain letters, pyramid schemes etc.;

4. Advertise through the Portal or in other ways, directly or indirectly, its own products, services, internet pages or blogs contrary to the purposes of the Portal;
5. Deliberately enter, publish, transmit and/or exchange through the Portal or in other ways, directly or indirectly, Content containing computer viruses, worms, computer code, files and programmes which might cause obstruction, limitation of work or destruction of a computer programme, as well as of a computer or other equipment;
6. Obstruct or prevent RIS or other Suppliers from using the Portal;
7. Collect without authorization, store, expose or process in other ways, publish or use personal data on the Portal or in any other way, directly or indirectly, without the respondents' consent or the consent of persons these data relate to;
8. Use a fictitious identification on the Portal or in other ways, directly or indirectly, with the purpose of threatening, manipulating, deceiving or misleading RIS, other Suppliers or Third parties, including the use of private messages;
9. Use the Portal, its functionalities and/or any Content in a way that may cause damage to RIS, to other Suppliers, RIS partners, purchasers or Third Parties;
10. Use any Content, either entirely or partially, for commercial purposes without a prior written consent of RIS.

5.3 RIS shall without delay examine every Supplier's duty infringement described in this Article including infringement reports by Third Parties on infringements of their rights in compliance with the paragraph 5.2 of this Article. The Supplier is fully bound to cooperate with RIS helping it to establish the facts and to remove the infringements. If the Supplier breaches the obligations, which causes or may cause infringements of rights as described in paragraph 5.2 of this Article and if in other cases RIS find it necessary, justifiable or purposeful, it may without delay and without the prior notification of the Supplier remove from the Portal either temporarily or permanently any Content that breaches legal provisions in force, the provisions of these Terms of Use and/or Third Party rights and may cancel the Supplier's user account.

The suspension or cancellation of the Supplier's user account does not exempt it from liability for all possible breaches it might have committed and/or damage it might have caused during its use of the Portal. The Supplier shall be bound to indemnify RIS and/or Third party for all damage and expenses incurred for breach of regulation, obligations and/or rights set out in paragraph 5.2 of this Article.

RIS entirely excludes any liability towards the Supplier due to or related to the appropriate measures undertaken by RIS on basis of and in compliance with the provisions of this Article.

## 6. Garantees

### 6.1 RIS does not guarantee for:

1. Legality, security, quality, truthfulness, accuracy, completeness or update of the Content published, or products and/or services offered on the Portal;
2. Truthfulness, accuracy, completeness or update of the data used by the Supplier in business operations and trade collected from the Supplier for internal records of RIS at the act of registration or application for participation in a procurement process;
3. Work capacity and the authorization of the Supplier to agree on contracts, in particular sales contracts, service contracts etc.;
4. Absence of mistakes on the Portal or in the Content or an uninterrupted accessibility of the Portal at any time
5. The way of use of the Portal or the Content by the Supplier or Third parties.

### 6.2 The Supplier guarantees that the Content provided, entered or made accessible to RIS on its Portal:

1. Is legal, truthful, accurate, complete and updated;
2. That the Supplier is the copyright holder or the holder of other intellectual property from the Content and that it is fully authorized to establish appropriate rights in favour of RIS in compliance with these Terms of Use, in particular with the provisions of Article 3 thereof;
3. That the Supplier owns the Content i.e. that it gained the Content in a legal way;
4. That the Content protected by trade secret, copyrights, other intellectual property rights, the personal rights, in particular the right of dignity, honour, respect, privacy, or other right, does not infringe Third party rights;
5. That the use of the Content in compliance with these Terms will not cause any damage, either material or non-material, direct or indirect to RIS, other Suppliers or Third parties.

### 6.3 The Supplier is bound to protect RIS from all claims against it submitted by Third parties for damage indemnity due to the Supplier's breach of guarantees as set out in paragraph 6.2 of this Article.

RIS is bound to notify the Supplier immediately on receiving such a claim and provide appropriate support in settling the claim at the Supplier's expense.

The Supplier is bound to compensate RIS or Third party for damages suffered and expenses incurred for guarantee breaches or the infringements of Third party rights in compliance with the paragraph 6.2. Of this Article.

## 7. Liability

### 7.1 The Content in any way and in any form available on the Portal shall be taken „as it is“ or „in its accessible form“ and RIS shall not grant any guarantees or make any statements, i.e. it



7.2 shall not take any commitments and liabilities related to its own Content, as well as the Content posted by a Supplier or a Third party.

The Supplier shall use the SP, i.e. it shall rely on the Content, download, post or use the Content exclusively at its own risk. RIS shall not be responsible, to the maximum extent permitted by applicable law, for damages suffered by the Supplier or Third parties in relation to the SP and/or other Contents, in particular for the loss of profit, the disruption of business opportunities, data loss as well as other consequential damages.

7.3 Even though RIS puts effort in securing accessibility and undisturbed functioning of the Portal and/or Content, RIS does not guarantee that the Content will not contain any flaws or computer programmes that might cause damage to the Supplier or the Third party. Prior to accessing the Portal, downloading or posting any information the Supplier shall, for its own protection, take appropriate security measures, including the activation of anti virus software in order to ensure that no viruses are uploaded onto the SP, in compliance with the Supplier duties set up in Article 5 of these Terms.

7.4 RIS shall not be responsible, to the maximum extent permitted by the applicable law, for damages:

1. Suffered by the Supplier and/or Third parties related to the use of the Portal contrary to the provisions of these Terms of Use and applicable legal provisions, in particular related to the Content posted on the Portal, the abuse, destruction or damage of the Content or function of the Portal, the abuse of the user account etc.;
2. Caused to other Suppliers and/or Third parties by the infringement of a Third party's rights for publishing, entering or using the Supplier's Content;
3. Caused to the Suppliers and/or Third parties due to changes of the Content, the removal of Content, functions, services, design, SP concept, user accounts or the entire Platform as well as temporary or permanent impossibility to access the Content.

7.5 The Supplier shall be responsible to RIS, other Suppliers and/or Third Parties, to the maximum extent permitted by applicable law, unless otherwise expressly set out in these Terms of Use, for damage caused by the infringement of any provisions set out in these Terms of Use or of other applicable legal prescriptions in force in the Republic of Croatia.

## 8. Personal data protection, confidentiality, cookies

8.1 RIS shall process personal data in compliance rules and relevant provisions on data protection. In compliance with the provisions of Article 2, paragraph 2.2. Set out in these Terms of Use, the Supplier shall guarantee to RIS to have obtained the appropriate consent to process personal data from physical persons whose data it submitted to RIS in relation to the use of the Portal.



RIS shall contact the Suppliers through surveys in order to examine opinion on the existing or possible new products and services.

RIS shall not reveal, sell, let, rent or make the list of Suppliers accessible to Third parties in any other way. RIS can share its Suppliers' data with its reliable partners for particular purposes such as statistical analyses, user support, logistics services etc. RIS partners shall not be allowed to use the Suppliers' data for purposes other than providing the contracted service to RIS and shall be bound by confidentiality obligation.

- 8.2 RIS and the Supplier shall be bound to keep all data, information, documents, products, and services confidential, in particular the Content and other materials and/or documentation in material or non-material form that represent know-how, the results of creative work or creative, business and/or financial investment of the other party as well as other data marked as secret or confidential, i.e. those which every averagely mindful person would consider confidential with regard to the circumstances in which he/she learnt about them, their disclosure to an unauthorized Third party might result in harmful consequences on economic benefit of a Third party and/or its users, purchasers and/or other business partners these information refer to (hereinafter referred to as „Trade secret“).

RIS and the Supplier shall be bound to use the other party's trade secret only for the defined purposes of procurement process within the framework of business relations with the other party and that it shall not disclose it to non-authorized Third parties without a prior written consent by the other party.

- 8.3 The Portal may use the so-called cookies, a group of data serving as your anonymous individual identifier i.e. send them to your web browser and store in your computer. Cookies are used to enable functioning of all features of the Portal as well as to create better user experience.

While the user accesses the Portal, the cookies identify its browser's parameters, but not those belonging to the user/Supplier. The user's/Supplier's personal identity cannot be discovered by means of cookies. RIS may collect information by means of „pixel tags“, „web signals“, „empty GIFs“ or similar means (commonly referred to as „pixel tags“) that enable to know the time when an individual user/Supplier visits the SP.

The Portal uses the Third parties' cookies to obtain statistical data on the number of visits in web site and the way of the use of the Portal. The data collected include the user IP address, the data about the browser, the language, the operating system and other standard statistical data collected and analysed exclusively in an anonymous and mass form.

In case you do not agree with their use you can easily erase (or disable) the cookies on your computer by means of the settings on your browser. You can find more information about the cookies on your current browser pages or at [www.allaboutcookies.org](http://www.allaboutcookies.org).

Since the purpose of the use of cookies is improving the use of the Portal and its processes for our users in their full extent and their functionality, we draw your attention to the fact

that by disabling or erasing cookies you may disable the functioning of the SP features or alter their work and layout in your browser.

9. Applicable law and place of jurisdiction

The interpretation and application of the Terms of Use of the SP shall be subject to the law prescriptions of the Republic of Croatia. In the event of the dispute related to the Terms the place of jurisdiction should be the court with subject matter of the Commercial court in Zagreb.