



Virtual People, craft for IT consulting services, Boškovićeua ulica 21, 10000 Zagreb, OIB: 06947334465 owner LUKIĆ DAMIR on December 2st, 2018 the announces the following

## **GENERAL TERMS AND CONDITIONS B2B**

### **GENERAL INFORMATION ABOUT THE SERVICE PROVIDER**

Name: Virtual People, craft for IT consulting services

Trade register: Zagreb, MBO: 97936634, OIB: 06947334465

Business account and bank: HR5623400091160543014 Privredna banka Zagreb d.d.

Owner: LUKIĆ DAMIR

E-mail: [info@virtual-people.com](mailto:info@virtual-people.com)



## GENERAL INFORMATION

With these General Terms and Conditions Virtual People, craft for IT consulting services, Boškovićeua ulica 21, 10000 Zagreb, OIB: 06947334465 owner LUKIĆ DAMIR ( Company ) as a service provider regulates the business and contractual relations between Company and the Client as a service recipient in the field of IT consulting services and other similar activities that are part of the Company services.

Virtual People, craft for IT consulting services Boškovićeua ulica 21, 10000 Zagreb, OIB: 06947334465 owner LUKIĆ DAMIR provides next

### 1. SERVICES FOR ENTERPRISE BUSINESS

- E-MAIL MIGRATION
- SERVER MIGRATION
- PHONE SYSTEM MIGRATION
- DOMAIN AND DNS MIGRATION

### 2. SERVICES FOR SMALL AND MEDIUM BUSINESS CUSTOMERS

- VIRTUAL IT OPERATIONS
- INFORMATION SECURITY MANAGEMENT
- HELPDESK DESIGN
- CALL CENTER DESIGN

Services are provided in accordance with Croatian legal regulations and the Client will be, for each service, provided with the detailed and accurate information in an accurate and not misleading way.

Services are provided with the care of a good businessman.

## TERMS OF USE

These Terms and Conditions are referred to business entities/B2B and are given to the business entities before providing the service.

The Client agrees that the Company may freely transfers the contracted work to his employees and other co-resistances. The Company may agree to bypass these rules if the nature of the business requires so.

The Client undertakes to respect intellectual property rights of the Company. Only when the service



has been paid the intellectual property rights will be transfer to the Client as a part of service.

#### **CONTRACTING**

Orders are made in writing or with other communication way.

In the event that the Client cancels the order for which the services are already have been made, the client is obliged to compensate for the damage caused.

For the work performed Company is obliged to invoice the client. Invoices are printed on your computer. The invoice is issued when the service is delivered, but if it is a service that lasts for a long time, then the invoice is issued at the end of the current month, which is taken as an accounting period.

If the services that are provided long lasting the Client is obliged to sign a business cooperation contract with the Company. That contract that can be terminated at any time upon 15 day prior written notice delivered to the other party of a contract.

#### **REFUSAL TO CONCLUDE A CONTRACT OR PROVIDING THE SERVICES**

The Company may refuse to sign a contract or provide a services if:

- a) If the Client does not pay 2 consecutive invoices
- b) If the Client uses craft services for illegal purposes
- c) If the Client violates the reputation of the craft
- d) In other statutory cases

#### **PLACE OF SERVICE, DELIVERY TIME, INTELLECTUAL PROPERTY, LIABILITY, CONFIDENTIAL INFORMATION**

The Company determines the place where the services are performed, if necessary the Client must also be able to provide access to his premises and respond to inquiries of the Company. If it's necessary for providing the services, as because of the security reasons and the nature of the services that are provided, Client needs to be able to provide access to his equipment so that the delivery of the services can be delivered without the security breach.

The Company undertakes to provide its services within reasonable and/or agreed periods, except in case of higher power, illness and other justifiable cases of which the Client will be notified in time.

The Company is authorized to make a partial delivery of the services, unless a special written agreement between the Client and the Company excludes the partial delivery of the service.



The Company is not liable for any damages caused to the Client and/or third parties for improper or unlawful use of the Services.

Any information or work in progress, trade secrets or any other materials related to the business or project of the Client and the Company, including, without limitation, any and all computer codes (source codes, objects and executable) and any and all associated algorithms, diagrams, charts, descriptions and other documentation, constitute confidential Information (hereinafter, the Confidential Information). Company and the Client shall not, either during the rendering of services or at any time thereafter, use, copy or disclose to any third party any such Confidential Information, unless such use, copying, or disclosure has been authorized in advance in writing by the Company or Client.

#### PRICES AND PAYMENTS

The Company may charge its service as a billable hours and/or as a fixed fee, depending on the agreement with the Client and does not include the material costs. Company has rights to charge additional material costs.

The price of the service is formed according to the scope of the services provided.

Prices are delivered to the Clients through an offer, by displaying the price list or otherwise, and the prices shown in the price list are subject to change.

The price specified in the offer containing all the essential legal elements of the offer is binding for a maximum of 45 days from the date of issuance, or less, depending on offer.

Services where the prices are expressed in euros or other foreign currencies are paid in KUNA ( HRK ) at the middle exchange rate of the HNB ( Croatian National Bank ) on the day of payment of the service.

Service invoices are issued after the service has been performed, and if it is a service that lasts for a long time, the invoices are issued at the end of the accounting period, until the last day of the month for the current month.

Client is obliged to pay the invoice according to the indicative maturity, in case of late payment the Company has all rights to ask for interest.

If the Client has a complaint for the provided services the Client has rights to put down the written statement about it, otherwise, it is considered that the services are accepted.



## **ACTIONS AND COMPLAINS**

By accepting these General Terms, clients accept that the Company provides services within its technical and operational capabilities.

The Company is obliged to inform the Client about any difficulties in the realization of the contracted work.

If, due to the Client's action for which he is responsible, there is an unexpected extension of the performance of the service, the Client will not be exempted from his obligation to pay the costs to the Company.

The Company it is not obliged to pay compensation if the level of quality of the services performed is less than the prescribed level of quality of the service due to objective causes that could not have been predicted or avoided or eliminated (higher power) or are conditional on the client's will or actions.

A client who has filed a reasonable complaint about the quality of the Service performed may request to perform subsequent works for the purpose of meeting the quality criteria, and on the basis of these General Terms and Conditions if it is determined that the quality of the service performed is less than the quality prescribed by the applicable regulations in the Republic of Croatia and these General Terms and Conditions. In that case the Company undertakes to address all deficiencies at its own expense as soon as possible and to inform the Client.

If the client has a complaint about part of the service provided, he is obliged to pay the amount of the invoice in relation to the undisputed service provided.

## **OTHER**

For anything that is not governed by these general terms and conditions or contract with the Client, the relevant Croatian legal regulations will be in force.