

General Terms and Conditions

PREAMBLE

These NEOSTAR PLATFORM's General Terms and Conditions (last update: January 19, 2020) enter into force as follows: for new USERS upon their acceptance, while for the existing USERS after expiry of the 15 (fifteen) days' notice period, counting from the day when revised General Terms and Conditions are published on the PLATFORM and from the day notice on publication of the amended and supplemented General Terms and Conditions is sent to the USER, whichever comes latter.

These General Terms and Conditions regulate the relationship between the company NEOSTAR d.o.o., Zagrebačka 117, HR-10410 Velika Gorica, OIB: 24813383735, (hereinafter: "NEOSTAR") as the sole rightholder of the PLATFORM (hereinafter: "PLATFORM") as a software solution, and you as its USER (hereinafter: "USER").

By using this PLATFORM and/or registering on it, the USER accepts General Terms and Conditions (hereinafter: „General Terms and Conditions“) of business activity and they represent the content of the contractual relationship between NEOSTAR and the USER. The USER hereby confirms that they have legal capacity as well as capacity to act as a party in legal proceedings needed to conclude binding contracts and/or use the PLATFORM and/or that they have all necessary authorizations and/or powers of attorney to undertake any action through the PLATFORM and/or conclude binding contracts. The USER confirms they are not entered into the Register of consumers who do not wish to receive promotional and/or telesales calls and/or messages (this register is currently maintained by the Croatian Regulatory Authority for Network Industries).

The USER who enters any kind of data shall only enter accurate and true data, information, materials etc. Inaccurate or untrue data shall be considered a misuse, which will consequently result in appropriate actions being taken.

Respective General Terms and Conditions mutatis mutandis shall apply to the persons who access the PLATFORM prior to and/or without obtaining the USER status (hereinafter: "VISITOR"), seeing how the very access to the PLATFORM entails certain obligations (for example, but not limited to, with regard to the intellectual property rights of the data located on the PLATFORM).

NEOSTAR reserves the right to amend these General Terms and Conditions at any moment pursuant to this provision. If NEOSTAR amends these General Terms and Conditions, it will publish the revised General Terms and Conditions on the PLATFORM and update the date contained in the heading "Last update" at the top of these General Terms and Conditions and they shall be accessible on a cloud through the following link: <https://www.neostar.com/hr/terms-and-conditions?tab=10>. Your further access or use of the PLATFORM shall represent the acceptance of the revised General Terms and Conditions. In addition, respective link shall as well allow access to the previously valid versions of General Terms and Conditions.

At the same time NEOSTAR shall notify the USER about the changes and/or amendments of the General Terms and Conditions by a separate e-mail communication, to the e-mail address of the USER they used to register on the PLATFORM. Respective communication shall encompass notice on intended amendments and supplements as well as the link for approach to the text of the General Terms and Conditions.

Proposed amendments and supplements shall not be implemented before expiry of the 15 (fifteen) days' notice period, counting from the day when revised General Terms and Conditions are published on the PLATFORM and from the day notice on publication of the amended and supplemented General Terms and Conditions is sent to the USER, whichever comes latter.

Respective link shall allow approach to all formerly applicable versions of these General Terms and Conditions, for a time period ("storeability") and in a way enabling their unaltered reproduction ("reproduction") pursuant to provisions of the Regulation (EU) 2019/1150 of the European Parliament And of the Council of 20 June 2019 on promoting fairness and transparency for business users of online intermediation services (hereinafter. "Regulation 2019/1150"), all to secure characteristic of "durable medium", i.e. "durable data carrier" to the respective instrument.

At any time, NEOSTAR can accesses and use the PLATFORM and/or certain areas and/or certain features of the PLATFORM, under certain conditions and/or requirements and/or at its own discretion, especially in situations like the procedure of vetting members' data.

In order to access and use certain features of the PLATFORM, you must open an account (hereinafter: "NEOSTAR account"), for example, to publish services and/or goods and/or to reserve and/or contract provision of services and/or sale/purchase of goods. If you register NEOSTAR account for business, organizational and/or other legal person, you guarantee that you have the authorization to legally bind this entity and assign to us all approvals and/or licenses stated in these General Terms and Conditions.

You can register NEOSTAR account by using an e-mail address and creating a password and/or by using your account with certain services of third party social networks, such as Facebook, Apple or Google (hereinafter: "SNS account"). At any time, you have the option of disabling the connection between your NEOSTAR and SNS account by accessing the "Properties" section on the PLATFORM. All e-mail communication based on these General Terms and Conditions will be executed via e-mail address that the USER registered on the PLATFORM.

You must provide accurate, current and complete data during the registration procedure and update your NEOSTAR account data at any given moment.

One person must not register more than 1 (one) NEOSTAR account, unless the USER has been authorized by NEOSTAR to act differently. You cannot assign or otherwise transfer your NEOSTAR account to another party.

The USER shall be responsible for maintaining confidentiality, security and accuracy of their NEOSTAR account and shall not disclose the data necessary to log into their NEOSTAR account to any third party. The USER shall immediately notify NEOSTAR if they find out or have any reason to believe their NEOSTAR account is in any way compromised and/or they suspect of any unauthorized use of their NEOSTAR account. The USER is held responsible for any NEOSTAR account activity and/or any activity related to their NEOSTAR account, therefore it shall be considered that all NEOSTAR account actions taken are taken by the USER themselves.

NEOSTAR may enable features/actions that give authorization to the other USERS and/or certain third parties to undertake certain actions that affect the NEOSTAR account of the USER. For example, NEOSTAR can enable USERS or certain third parties to register new USERS and/or enter data on behalf of the other USERS. It is not necessary to request a special consent for these features/actions. NEOSTAR does not assume any responsibility for the identity confirmation of any USER, whereas NEOSTAR can, but has no obligation to, ask from the USER to submit identification proof (copies of personal identity documents, excerpts from the public registers, etc.) and/or other information and/or can unilaterally undertake additional checks to check the identity of the USER.

Access and/or use of certain areas and/or features of the PLATFORM can be subject to special rules, standards and/or guidelines and/or can be conditional upon the USER accepting additional provisions and conditions before they access relevant areas and/or features of the PLATFORM. In case of discrepancy between these General Terms and Conditions and provisions applicable to a certain area and/or feature of the PLATFORM, the latter shall take precedence with regard to the USER account and/or the use of that area and/or features, unless explicitly determined otherwise.

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If the USER accesses and/or downloads the application from Apple App Store and/or Google Store, they accept Apple's and/or Google's application license contract.

Some areas of the PLATFORM implement Google Maps/Earth, including Google Maps APIs mapping services. USER's use of Google Maps/Earth is subject to additional conditions of Google Maps/Google Earth provision of services.

These General Terms and Conditions include the following special parts that together make a unique whole and each of them is considered integral part of the General Terms and Conditions:

- CONDITIONS OF USE "SALE AND PURCHASE OF MOTOR VEHICLES";
- CONDITIONS OF USE "SERVICE OF MOTOR VEHICLES";
- CONDITIONS OF USE "MONETARY TRANSACTIONS AND RESERVATION";
- CONDITIONS OF USE "FEES";
- CONDITIONS OF USE "PUBLICATION OF MOTOR VEHICLE SALES ADVERTISEMENTS";
- CONDITIONS OF USE "PUBLICATION OF MOTOR VEHICLE SERVICING ADVERTISEMENTS";
- CONDITIONS OF USE "VERIFICATION OF THE MOTOR VEHICLE AND NEOSTAR GUARANTEE";
- CONDITIONS OF USE "TYPES OF IDs - CONTENT OF DOCUMENTS";
- CONDITIONS OF USE "TAXES";
- CONDITIONS OF USE "INTELLECTUAL PROPERTY";
- DISCLAIMER;
- PRIVACY POLICY;
- COOKIES POLICY;
- APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION;
- PROVISIONS REFERRING TO THE USER WHEN THEY HAVE A STATUS OF CONSUMER WITH REGARD TO NEOSTAR;
- PROVISIONS REFERRING TO THE BUYER-USER WHEN THEY HAVE A STATUS OF CONSUMER WITH REGARD TO THE SELLER-USER;
- NOTIFICATION ON THE WAYS OF SUBMITTING WRITTEN CONSUMER COMPLAINTS;

In view of the above, the Preamble applies to and constitutes integral part of each separate part of these General Terms and Conditions.

In these General Terms and Conditions some terms have the following meaning:

NEOSTAR: is a legal person NEOSTAR d.o.o., Zagrebačka 117, HR-10410 Velika Gorica, OIB: 24813383735, e-mail: info@neostar.com, entered into the Court Register of the Commercial Court in Zagreb under the registration number (Cro. MBS): 081307940, VAT ID number: HR24813383735, as the sole rightholder of the PLATFORM.

PLATFORM: is an online advertising place where sales and/or purchase of goods and/or provision and/or ordering of services takes place i.e. it is an advertising place that enables USERS, including business partners (hereinafter: "BUSINESS PARTNER"), to, at their own discretion, advertise, place on the market, sell, promote, publish invitations to tender and/or offer their goods and/or products and/or services to order and/or shop and/or consume. It is a business solution USERS and/or BUSINESS PARTNERS can use to advertise and/or offer and/or contract and/or order:

- Sale and/or purchase of motor vehicles;
- Vehicle service;
- Damage reporting and processing.

The PLATFORM is intended for business activities in the territory of the Republic of Croatia, for persons who have business establishment in the Republic of Croatia or are entered into the Register of taxpayers of the Republic of Croatia and have a valid PIN (OIB) of the Republic of Croatia.

USER: is every person who, upon the registration, through the PLATFORM and possibly with the participation of a NEOINSPECTOR, in a way defined in the General Terms and Conditions, advertises and/or offers and/or contracts and/or orders:

- Sale and purchase of motor vehicles;
- Vehicle service (which, among other things, comprises tires sales and car wash services);
- Damage reporting and processing.

From the moment a motor vehicle is published, the USER can find themselves in a role of a SELLER-USER (in the procedure of motor vehicle sales (from the moment a motor vehicle is published they appear as the owner of the motor vehicle and/or a proxy and/or a person authorized to initiate the motor vehicle sales-purchase procedure and/or publishing the sales-purchase of the motor vehicle on the PLATFORM in the name of and on behalf of the owner, and/or undertake all other actions in order to realize the sales-purchase of the motor vehicle through and/or with regard to the PLATFORM) and/or in a role of a BUYER-USER (from the moment a motor vehicle has been reserved and/or a proposal to take the vehicle for a test ride was submitted to the SELLER-USER of the motor vehicle and/or from the moment when the BUYER-USER submits an inquiry to the SELLER-USER to check if the vehicle is available and/or suitable for sales and/or from the moment the BUYER-USER sends an inquiry to the SELLER-USER referring to the purchase price offered by the BUYER-USER (if the SELLER-USER advertises their motor vehicle stating that the purchase price is not fixed, it is allowed for the BUYER-USER to offer a lower purchase price, adhering to the limitations stated in the Conditions for Publishing)).

Additionally, with regard to their status, a USER can be:

ORDINARY USER: is a person who, outside of their commercial or professional activity, advertises and/or contracts and/or orders sale and purchase of used vehicles, service of vehicles and reporting, appraisal and repair of the damage.

CONTRACTUAL USER: is a person who, within their commercial or professional activity, advertises and/or contracts and/or orders sale and

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purchase of used vehicles, service of vehicles, and reporting, appraisal and processing of the damage. The relationship between NEOSTAR and/or the PLATFORM and CONTRACTUAL USER shall be regulated by a special business cooperation agreement. By signing the respective business cooperation agreement the USER shall obtain the CONTRACTUAL USER status.

BUSINESS PARTNER: is a person who, as NEOSTAR's contractual partner, provides motor vehicle insurance services and/or motor vehicle financing services and/or any other services enabled as such by the BUSINESS PARTNERS through the PLATFORM to the USERS. NEOSTAR does not act in the name of and/or on behalf of a BUSINESS PARTNER in any case nor does it assume liability for BUSINESS PARTNER's actions. Neither these General Terms and Conditions nor an agreement with a BUSINESS PARTNER or any of its parts shall be considered a distribution contract or any representation contract (i.e. agency, intermediary or commission contract).

NEOINSPECTOR: is a person engaged by NEOSTAR, who is, as an integral part of the PLATFORM, in charge of vetting the data, entering vehicle check lists and service history, photographing vehicles and other tasks and/or actions as defined in these General Terms and Conditions. During his work the NEOINSPECTOR is entitled to rely on information obtained by the SELLER-USER, particularly in cases where certain information are not publicly available (e.g., if motor vehicle were has been involved in a car crash), and it potentially might related to hidden defects. If the SELLER-USER is also the CONTRACTUAL USER, in this case they entirely perform the tasks of the NEOINSPECTOR and/or substitute the role of the NEOINSPECTOR, therefore, the provisions of these General Terms and Conditions referring to the role of the NEOINSPECTOR mutatis mutandis apply to the CONTRACTUAL USER as well as the SELLER-USER who is not an ORDINARY USER if they are personally present while NEOINSPECTOR performs any of their tasks.

MOTOR VEHICLE: for the purpose of these General Terms and Conditions, only passenger cars (category M1 - motor vehicles used for carriage of passengers, comprising not more than 8 (eight) seats) and heavy good vehicles (category N1 - motor vehicles used for the carriage of goods and having a maximum mass \leq 3.500 kg (three thousand and five hundred kilograms) shall be deemed a Motor vehicle.

WORKING DAY: is for the purpose of these General Terms and Conditions, any day of the week except Saturday and Sunday, excluding public holidays in the Republic of Croatia determined by the Act on Holidays, Memorial Days and Non-Working Days in the Republic of Croatia, whereat working hours are limited so that a working day begins at 08:00:01 and ends at 16:00:00, unless explicitly stipulated differently by these General Terms and Conditions (for example, a deadline that would be counted in hours, and lasts 8 hours starting on Friday at 15:00:01, would expire on Monday at 15:00:00).

NEOSTAR has the right to terminate use and/or participation of a USER/BUSINESS PARTNER/NEOINSPECTOR on the PLATFORM at their own discretion and pursuant to and adhering to any applicable laws and regulations, with adherence to provisions of the Regulation 2019/1150, under certain conditions, when not contrary to provisions of the Regulation 2019/1150, even without any liabilities and statement of reason. Furthermore, in order to use the PLATFORM, the USER accepts that their relationship with NEOSTAR is defined solely and exclusively by these General Terms and Conditions, and by any separate document only if this is stipulated in the respective document. NEOSTAR has the right to amend/disable the access/deactivate any feature of the PLATFORM at any moment, without any liability towards the USER whatsoever.

The ORDINARY USER who no longer wishes to participate in the content of the PLATFORM may discontinue their participation and close the user account by clicking on the "delete account" button, pursuant to the General Terms and Conditions. If there are any ongoing activities of the ORDINARY USER on the PLATFORM (including for example, unfinished transactions, published vehicles and similar), they are obliged to finalize them independently prior to deleting their account. Whereat, the ORDINARY USER is solely and exclusively responsible for any and all consequences that might arise if the ongoing activities are not finished prior to deleting their account. Upon the deletion of the account, any and all rights of the ORDINARY USER that can cease to exist in accordance with law shall cease to exist, and the ORDINARY USER shall entirely waive any and all rights resulting from these General Terms and Conditions or related to them.

However, this does not affect NEOSTAR's right to disable the "delete account" option for the ORDINARY USER until all ongoing activities that the ORDINARY USER has pending on the platform are finished.

CONDITIONS OF USE “SALE AND PURCHASE OF MOTOR VEHICLES”

The PLATFORM can be used to enable easier sale and/or purchase of motor vehicles.

NEOSTAR enables use of PLATFORM and/or similar technology for sellers and/or buyers of motor vehicles and/or enables the help of the “NEOINSPECTOR” to simplify the procedure of motor vehicle sale. NEOSTAR and/or PLATFORM is not the owner and/or reseller of motor vehicles and/or representative (i.e. agent, intermediary or commission agent) of the seller and/or buyer.

At the moment of entering the data through the PLATFORM, and within the scope of possibilities to enter such data into the PLATFORM and to the extent that the PLATFORM enables it, the SELLER-USER shall (i) provide complete and accurate information about themselves and their motor vehicle (ii) disclose any flaws and/or limitations of the motor vehicle and (iii) provide any other relevant information. The SELLER-USER is solely responsible for the content and/or update of the data entered (including photographs).

The SELLER-USER is particularly responsible for the entry of data needed for the lawful processing of the payment transactions necessary to perform business processes that the SELLER-USER selects during use of the PLATFORM (this includes, but is not limited to, account number, IBAN and Swift/BIC code (if applicable)). The SELLER-USER, in order for payment transactions to be enabled, is obliged to use their account number if the SELLER-USER is at the same moment the owner of the motor vehicle as well. If the SELLER-USER is not at the same moment the owner of the motor vehicle he is obliged exclusively to enter number of the bank account of the owner of the motor vehicle. By accepting these General Terms and Conditions the SELLER-USER confirm that bank account number they have entered on the PLATFORM is a personal bank account number of the owner of the motor vehicle and that there are no legal obstacles to conduct payments using that account. NEOSTAR acts presuming that the previously stated is true and/or accurate and if this is not the case, the SELLER-USER frees NEOSTAR from any responsibility that can arise from SELLER-USER'S opposite behavior.

The SELLER-USER is the only person responsible for posting the price (price without fee) of the motor vehicle they are selling through and/or with the help of the PLATFORM (including all taxes and/or costs that the SELLER-USER must bear according to the applicable rules, if these exist, including VAT / administrative charge if applicable, delivery costs, other handling costs and other costs), whereas the SELLER-USER accepts that they shall not offer the vehicle in a different way at a lower price. The price of the motor vehicle (price without fee), which the SELLER-USER posts pursuant to the previous sentence, shall be increased by an automatically generated fee (that cannot amount to less than HRK 999.00 (in writing: nine hundred and ninety-nine Kuna and nil Lipa) increased by the applicable amount of VAT charged to the Fee in question (more on the term “Fee” can be found under: Conditions Of Use “Fees”), which shall then be the purchase price of the motor vehicle (hereinafter: “Purchase price of the motor vehicle” or “Purchase price”).

The SELLER-USER shall change the price (price without fee) of the posted motor vehicle if they change the price of the respective motor vehicle on other platforms/online classifieds so that the price of the respective vehicle on other platforms/online classifieds is not lower than the price posted on the PLATFORM. In case of failure to comply with this provision, NEOSTAR reserves the right not to publish and/or delete particular ad.

Photographs and/or animations and/or video recordings (collectively, “images”) used in the USER's ads shall reflect the exact quality and condition of the motor vehicle and are sole responsibility of the USER. NEOSTAR shall reserve the right to demand that ad(s) have a minimum number of photographs of a certain format, size and resolution.

The SELLER-USER starts the procedure of publishing an ad in order to sell a motor vehicle, having been previously registered to use the PLATFORM, by stating and/or attaching the data (price, photographs, written text, etc.) on the PLATFORM, all for the purpose of advertising respective motor vehicles in order to sell them. The PLATFORM and/or NEOSTAR shall not be held liable for the quality and/or truthfulness of data regarding the motor vehicles entered by the SELLER-USER.

SELLER-USER that is CONTRACTUAL USER has the possibility to decide whether they will check the option “Instant” next to the vehicle (“Instant” means that the vehicle is always available for purchase and that a potential BUYER-USER may purchase it, regardless of the option referring to the price - “fixed” or “non-fixed”) or “Non-instant” (“Non-instant” means that a motor vehicle does not always have to be available for purchase and that a potential BUYER-USER has to first ask if the respective vehicle is available and/or suitable for sales).

The PLATFORM enables USER to enter the data based on preset categories. After such data entry the motor vehicle shall have the status “Not Verified” and in that status shall not be visible to potential buyers. An advertisement published in that way shall contain the message “Vehicle in arrival” because the procedure of selling a vehicle is only possible if NEOSTAR conducts the Initial verification of the respective motor vehicle pursuant to the conditions for the verification (these conditions are described in the Conditions of use “Verification of a motor vehicle and the NEOSTAR warranty”).

If motor vehicle and data referring to it meet the publication conditions (publication conditions are described in: Conditions of use “Publication of motor vehicle sales advertisements”), which is to be confirmed by NEOSTAR through the NEOINSPECTOR, it shall be published on the PLATFORM so they are publicly visible to all the VISITORS and USERS of the PLATFORM (status “Verified”). Difference in the status arises from the fact that the motor vehicle with the status “Not Verified” is not checked by NEOSTAR through the NEOINSPECTOR while the motor vehicle with the status “Verified” is checked by NEOSTAR through the NEOINSPECTOR in predefined number of items („Check List”).

If the USER wants that the advertisement is published with the status “Verified”, respective option can be selected through the PLATFORM in a way that the USER, together with the notice that the USER's advertisement is published with the status “Not Verified”, receives additional notification with an offer for publication of respective motor vehicle with the status “Verified” – APPROVED BY NEOSTAR. The USER initiates further process by selecting a date while the rest of the process (checking) is done by NEOINSPECTOR.

The act of publication itself shall not be considered neither general offer nor display of goods or invitation to bid or make an offer.

After a motor vehicle has passed the process of the Initial verification (the Initial verification means that NEOSTAR accepted the motor vehicle for sale through the PLATFORM), interested BUYER-USER, in order to start a possible sales procedure of the selected motor vehicle (hereinafter: “Selected motor vehicle”), shall act as follows:

- if the option “Instant” next to the motor vehicle is checked, then the BUYER-USER will send an inquiry to the SELLER-USER that is CONTRACTUAL USER with regard to the quoted price (if the SELLER-USER that is CONTRACTUAL USER advertises the motor vehicle stating that the price is not fixed, the BUYER-USER is allowed to offer a lower price, with the limitations stipulated in the Conditions of use “Publication of motor vehicle sales advertisements”).
- If the option “Non-instant” next to the motor vehicle is checked, the BUYER-USER sends an inquiry to the SELLER-USER that is CONTRACTUAL USER to find out if the vehicle in question is available and/or suitable for sale, and to ask about the offered price (if the SELLER-USER advertises the motor vehicle stating that the price is not a fixed one, the BUYER-USER is allowed to offer a lower price, with the limitations stipulated in the Conditions of use “Publication of motor vehicle sales advertisements”).

If the SELLER-USER that is CONTRACTUAL USER replies that the selected motor vehicle is available (if the option “Non-instant” next to the motor vehicle is checked) and/or suitable for sales and/or that the price offered by the BUYER-USER is accepted (if such an inquiry/request has been forwarded to them) - the BUYER-USER shall be able to first select how the Purchase-price shall be paid and reserve the selected vehicle. The selected motor vehicle shall be considered reserved from the moment of reservation until moment the financing procedure is finished (the moment when the financing procedure is finished is the moment of the Purchase price payment), but not longer than 5 (five) days.

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Having selected the Purchase price payment method and having selected and/or clicked the field "Buy Now", the BUYER-USER is forwarded, in order to conduct the reservation procedure pursuant to the conditions for monetary transactions and reservation (conditions are described in: Conditions of use "Monetary transactions and reservations"), to a safe website for online authorization of credit cards of intermediary in online payment: WEB STUDIO d.o.o., Čičarijska 10, HR-51000 Rijeka, OIB: 17859403608 ("Web Secure Payment Gateway - WSPay") (hereinafter: "WSPay").

On the website for credit card online authorization, the USER enters their credit card and owner data, and by clicking on the field "Pay" conducts the payment of the means on the credit card in the fixed amount of HK 2,000.00 (in writing: two thousand Kuna and nil Lipa; hereinafter: "Authorization amount") to the NEOSTAR account. The payment procedure of the previously stated amount is possible with the following credit and debit cards: Visa®, Mastercard®, Maestro® and Diners®.

As well, payment of the Authorization amount can be done offline, at the purchase places of SELLER-CONTRACTUAL USER, by accessing the POS terminals of the intermediary in payment Monri Payments d.o.o., Radnička cesta 54, HR-10000 Zagreb, OIB: 82551932122 (hereinafter: "Monri").

By completely entering the required data and conducting the authorization of the amount necessary for the reservation it shall be considered that BUYER-USER sent a request to SELLER-USER to obtain an offer for the purchase of the motor vehicle BUYER-USER marked as selected vehicle in the previously described procedure.

After the authorization of the amount necessary for the reservation has been conducted BUYER-USER will, to their e-mail address, receive from the SELLER-USER an offer for the purchase of the Selected motor vehicle in which data of the owner of the motor vehicle shall be visible. In the respective offer the following links shall be stated:

- a link to open informative contents of the Contract on the purchase of the motor vehicle (final version of the Contract on the purchase of the motor vehicle shall be created based on the circumstances of the type of USER and other circumstance stated in the procedure of the sales-purchase described in the Conditions of use: "Type of documents - Contents of the documents").
- a link to the text of the Check list (the contents of the Check List are contained in the in the Conditions of use: "Verification of motor vehicle and NEOSTAR warranty").
- a link to the text „General Terms and Conditions of the NEOSTAR warranty“ and "Scope of the NEOSTAR warranty" (conditions for obtaining the NEOSTAR warranty are described in the Conditions of use: "Verification of motor vehicle and NEOSTAR warranty").

Only upon the signing of the Contract on the sales-purchase of the motor vehicle, it is confirmed that all requirements form the submitted offer have been met. Duration of the respective offer depends on the selected payment method of the Purchase price and it is stated in the offer. BUYER-USER and SELLER-USER accept they shall, irrespective of the Purchase price payment method, and depending on whether the SELLER-USER is an ORDINARY USER or CONTRACTUAL USER, the procedure of the motor vehicle sales-purchase itself shall be conducted as follows:

a) When the SELLER-USER is an ORDINARY USER:

- i. The moment of the Purchase price payment (on the condition that the payment is done during the time period for the payment of the purchase price stated in the offer);
 - ii. Within a further deadline of 5 (five) working days NEOINSPECTOR shall, in the name of and on behalf of the BUYER-USER, with required presence of BUYER-USER, inspect the motor vehicle at the address of the SELLER-USER (final verification);
 - iii. In their Final verification, the NEOINSPECTOR confirms that it matches the conditions of the Initial verification i.e. the NEOINSPECTOR confirms that all requirements of the verification have been met;
 - iv. The NEOINSPECTOR shall note down eventual differences pertaining to the condition of the vehicle during the Final verification in comparison to the Initial verification in the Check List, and the BUYER-USER shall sign the list thus confirming their acknowledgment of the differences (apart from those differences (vehicle mileage) when the NEOINSPECTOR themselves can confirm these differences to be acceptable);
 - v. BUYER-USER shall take the respective motor vehicle into possession (date and time of handover shall be agreed by the SELLER-USER and the BUYER-USER. If the agreement on date and time is not reached, they shall be contacted by a NEOSTAR's designated person to assist them) and in addition to the motor vehicle shall also take 3 (three) copies of the signed Sale-purchase Contract (signed by the SELLER-USER and/or the person signing the contract on behalf of the SELLER-USER) into their possession, out of which 1 (one) copy after being signed by the BUYER-SELLER stays with the SELLER-USER. By signing the Motor Vehicle Sales-purchase Contract, the BUYER-USER acknowledges that the vehicle meets their demands and accepts the sale on "as is" basis;
 - vi. If the BUYER-USER, after being previously noticed by the NEOINSPECTOR, fails to access to the final verification and/or taking over of the motor vehicle within the period from item (ii) above, it shall be understood that the BUYER-USER abandoned the procedure of the motor vehicle sales-purchase.
- If all prerequisites from the above-mentioned items (i)-(v) are fulfilled, it shall be considered that all the requirements from the submitted offer have been met i.e. that the realized purchase of the selected motor vehicle (hereinafter: "The Moment of the selected motor vehicle purchase realization"), after which NEOSTAR shall pay portion of the Purchase price (price without fee) they hold in the name of and on behalf of the BUYER-USER to the account of the SELLER-USER, within 1 (written: one) working day. The SELLER-USER acknowledges that the moment of the arrival of portion of the Purchase price (price without fee) to their account depends on circumstances that are not necessarily under NEOSTAR's control (for example, the rules of procedure of business banks) and that therefore the moment of arrival shall not necessarily be the day when NEOSTAR places an order to conduct the respective transaction.

b) When the SELLER-USER is a CONTRACTUAL USER:

- i. The moment of the Purchase price payment (on the condition that the payment is done during the time period for the payment of the Purchase price stated in the offer);

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ii. Within a further period of 5 (five) working days at the address of the SELLER-USER, the BUYER-USER shall inspect the motor vehicle;

iii. By signing the Motor Vehicle Sales-purchase Contract, the BUYER-USER acknowledges that the vehicle meets the demands of the BUYER-USER and accepts the sale on "as is" basis;

iv. BUYER-USER receives the respective motor vehicle into their possession (date and time of handover shall be agreed by the SELLER-USER and the BUYER-USER. If the agreement on date and time is not reached, they shall be contacted by a NEOSTAR's designated person to assist them), and in addition to the motor vehicle also receives 3 (three) copies of the signed Contract (signed by the SELLER-USER and/or the person who signs the contract in the name of and on behalf of the SELLER-USER) on the sale-purchase, which the BUYER-USER personally signs and 1 (one) copy of the Contract remains with the SELLER-USER. At the moment of receiving the respective motor vehicle into their possession, the BUYER-USER receives an invoice, unless sent to the e-mail address (as an e-invoice or in some other adequate form);

v. If the BUYER-USER fails to access the inspection of the motor vehicle and/or taking over of the motor vehicle within the period from item (ii) above, it shall be understood that the BUYER-USER abandoned the procedure of the motor vehicle sales-purchase.

If all prerequisites from the above-mentioned items (i)-(v) are fulfilled, it shall be considered that all the requirements from the submitted offer have been met i.e. that the realized purchase of the selected motor vehicle (hereinafter: "The moment of the selected motor vehicle purchase realization"), after which NEOSTAR shall pay portion of the Purchase price (price without fee) they hold in the name of and on behalf of the BUYER-USER to the account of the SELLER-USER, within 1 (written: one) working day. The SELLER-USER acknowledges that the moment of the arrival of portion of the Purchase price (price without fee) to their account depends on circumstances that are not necessarily under NEOSTAR's control (for example, the rules of procedure of business banks) and that therefore the moment of arrival shall not necessarily be the day when NEOSTAR places an order to conduct the respective transaction.

Both BUYER-USER (in case they are ORDINARY USER) and SELLER-USER have the possibility to schedule a test ride through the PLATFORM until the moment of the selected vehicle purchase realization. Depending on NEOSTAR's decision, NEOINSPECTOR shall participate in the respective test ride.

We point out to the BUYER-USER that the selected motor vehicle purchase quote, which the BUYER-USER may receive to their e-mail address from the SELLER-USER, shall contain data about the owner of the motor vehicle. It is possible that the SELLER-USER of the motor vehicle is not its owner; instead, the SELLER-USER may carry out the operations on the PLATFORM based on the authorization of the owner of the motor vehicle in question.

Although by accepting these General Terms and Conditions the SELLER-USER guarantees that the motor vehicle in question is their sole property or that they have all valid authorizations required under the applicable regulations to carry out the activities pertaining to the vehicle on the PLATFORM, NEOSTAR advises the BUYER-USER to do the following immediately prior to the purchase of the selected motor vehicle (e.g. immediately prior to receiving the motor vehicle and the Motor vehicle sale-purchase contract into their possession):

- To examine the ID of the SELLER-USER;
- To examine the content of the power of attorney (if the SELLER-USER is not the owner of the vehicle, i.e. if the SELLER-USER sells the motor vehicle based on the power of attorney);
- To keep the original power of attorney (if the SELLER-USER sells the motor vehicle based on the power of attorney) because the authorized testing center shall ask the BUYER-USER to show the power of attorney to them when registering the selected motor vehicle.
- To bring their power of attorney, if the BUYER-USER is purchasing the vehicle based on a power of attorney.

CONDITIONS OF USE "SERVICE OF MOTOR VEHICLES";

The PLATFORM can be used to enable easier contracting of the motor vehicles service.

THE PLATFORM shall enable the USER, who wishes to advertise their vehicle service services, to enter data based on the predefined categories. The entry of data and choice of publishing options shall be considered an invitation to conclude a contract on marketing cooperation with NEOSTAR. NEOSTAR shall provide the USER with a draft Contract on business cooperation (which will define terms and conditions of advertising and the license needed for the use of the software solution) within a maximum of 15 (fifteen) days. By signing the Contract/s, the USER shall become the CONTRACTUAL USER - SERVICER. NEOSTAR reserves the right to refuse to conclude a business cooperation contract with the USER, and the aforementioned shall therefore not be considered an invitation to submit a quote and/or any binding NEOSTAR action.

The USER who wishes to have their motor vehicle serviced and therefore uses the PLATFORM to access the advertised CONTRACTUAL USER - SERVICER and enters the information in the designated platform categories shall become the USER - CUSTOMER OF THE SERVICER from the moment of submitting an inquiry and/or request to service the motor vehicle to the CONTRACTUAL USER - SERVICER and/or reservation of the time slot for the service of the motor vehicle and/or the payment of the service fee for the motor vehicle service.

Advertisement of the CONTRACTUAL USER - SERVICER in the form of service advertising, if applicable to the terms and conditions of publication (the conditions for publication are described in: the Conditions of use "Publication of motor vehicle sales advertisements"), shall be published on the PLATFORM so they it is publicly visible to all the VISITORS and USERS of the PLATFORM.

THE CONTRACTUAL USER - SERVICER shall guarantee that the concerned workshop area for the servicing of motor vehicles is their sole property or that they have all valid authorizations required under the applicable regulations and needed for the orderly conduct of the business activities of the CONTRACTUAL USER - SERVICER, that no dispute proceeding is being conducted before the court or the elected arbitration court in respect of the workshop concerned, and that no burden, pledge or third party rights, whether written or not, that exclude, diminish or limit the right and/or possibilities of the CONTRACTUAL USER - SERVICER to conduct business activities in an orderly manner, burden the workshop i.e. area for the servicing of vehicles.

The CONTRACTUAL USER - SERVICER declares and warrants that they are in the VAT system and that they shall do business in such a way that they remain in the VAT system for the entire duration of the relationship with NEOSTAR and/or PLATFORM.

At the moment of entering the data through the PLATFORM, and within the scope of the possibilities to enter such data into the PLATFORM and to the extent that the PLATFORM enables it, the CONTRACTUAL USER -SERVICER shall (i) provide complete and accurate information about themselves and their workshop (ii) disclose any flaws and/or limitations of their workshop and/or the services they provide and (iii) provide any other relevant information. The CONTRACTUAL USER - SERVICER is solely responsible for the content and/or update of the data entered. The CONTRACTUAL USER - SERVICER is particularly responsible for the entry of data needed for the lawful processing of the payment transactions necessary to perform business processes that the CONTRACTUAL USER - SERVICER selects during use of the PLATFORM (this includes, but is not limited to, account number, IBAN and Swift/BIC code (if applicable)). The CONTRACTUAL USER - SERVICER is obliged to use their account number in order for payment transactions to be enabled, and by accepting these General Terms and Conditions they confirm that they have entered their own bank account number on the PLATFORM and that there are no legal obstacles to conduct payments using that account. NEOSTAR acts presuming that the previously stated is true and/or accurate and if this is not the case, the CONTRACTUAL USER - SERVICER releases NEOSTAR from any responsibility that can arise from CONTRACTUAL USER - SERVICER's opposite behavior.

In particular, the CONTRACTUAL USER - SERVICER declares and warrants that there are no limitations (e.g., but not limited to, blocked account, inability to conduct clearance payments, prohibition to use term funds, and they are obliged to deposit the cash they received by performing registered business to their bank account) with regard to the financial transactions relating to their business account to be carried out in a manner and within the deadlines stipulated in these general terms, the Contract on business cooperation and/or related documents. The CONTRACTUAL USER - SERVICER shall do business by complying fully with the statement and warranty given in the previous sentence for the entire duration of the relationship with NEOSTAR and/or PLATFORM at all times.

NEOSTAR shall not regularly check the content that the CONTRACTUAL USER - SERVICER publishes/uploads, but it reserves the right (not an obligation though) to remove malicious or illicit content when NEOSTAR establishes that such content had been published on the website. Copyright materials, including without limitation to, software, graphics, texts, sound, video and music records, must not be published without the legally valid approval from the copyright owner or an equivalent document.

The CONTRACTUAL USER - SERVICER is the only person responsible for posting the price of the motor vehicle service and/or time slots for the service of motor vehicles they advertise through and/or with the help of the PLATFORM (including all taxes and/or costs that the CONTRACTUAL USER - SERVICER must bear according to the applicable rules).

The CONTRACTUAL USER - SERVICER starts the procedure of publishing an ad in order to offer motor vehicle servicing, on the condition that they have previously been registered to use the PLATFORM and have concluded a Contract on business cooperation with NEOSTAR, by stating and/or attaching the data (price, photographs, written text, etc.) on the PLATFORM, all for the purpose of advertising motor vehicles servicing. Photos and/or animations and/or videos (collectively, "images") used in the ads of the CONTRACTUAL USER - SERVICER must accurately reflect the quality and condition of the service workshop and/or business premises/real estate where the workshop is located and are the exclusive liability of the CONTRACTUAL USER - SERVICER. NEOSTAR shall reserve the right to demand that ad/s have a minimum number of photographs of a certain format, size and resolution.

The motor vehicle servicing process starts when the USER - CUSTOMER OF THE SERVICER selects the CONTRACTUAL USER - SERVICER on the PLATFORM and indicates in the "designated field" the requested service (which may include goods/parts to be installed when

performing the service, therefore, under these general terms and conditions, servicing entails works and/or goods/parts cumulatively if the ordered service contained both) and the time and date of vehicle servicing (if this is "Instant" service) or will propose the date and time of vehicle servicing (if this is "Non-instant" service).

If the CONTRACTUAL USER - SERVICER indicates that they offer "Instant" vehicle servicing, this also means that they shall perform the service ordered by the USER - CUSTOMER OF THE SERVICER at the time (date and/or hour) indicated as available and selected by the USER - CUSTOMER OF THE SERVICER. The "Instant" option does not require confirmation of the time slot by the CONTRACTUAL USER - SERVICER since the USER - CUSTOMER OF THE SERVICER chooses the available time slot and the selected time slot cannot be changed/cancelled by the CONTRACTUAL USER - SERVICER.

When the CONTRACTUAL USER - SERVICER indicates that the service is performed as "Non-instant", this also means that they shall perform the service ordered by the USER - CUSTOMER OF THE SERVICER at the time that is subsequently arranged and/or communicated (through the PLATFORM) between the CONTRACTUAL USER - SERVICER and the USER - CUSTOMER OF THE SERVICER. Therefore, the "Non-instant" service requires the CONTRACTUAL USER - SERVICER to confirm the time entered/requested by the USER - CUSTOMER OF THE SERVICER. If the CONTRACTUAL USER - SERVICER does not confirm the time entered/requested by the USER - CUSTOMER OF THE SERVICER within 24 (twenty-four) hours, the time shall be deemed not agreed, i.e. rejected by the CONTRACTUAL USER - SERVICER.

The CONTRACTUAL USER - SERVICER shall perform the agreed servicing of the motor vehicle for the USER - CUSTOMER OF THE SERVICER:

- 1) professionally;
- 2) for the fee specified and as such visible on the PLATFORM;
- 3) within the designated/agreed time and place.

The motor vehicle service is provided as a cumulative set of works and/or goods/parts predefined and arranged by groups which are, for the purposes of these general terms and conditions, called "service packs". A service pack includes all works conducted by the CONTRACTUAL USER - SERVICER for the duration specified by the vehicle manufacturer/factory normative) and/or all goods/parts necessary to perform a particular service and can normally be classified as "Economy" or "Premium".

The "Economy" service pack includes professional and expert work of the CONTRACTUAL USER - SERVICER and/or the goods/parts necessary to perform a particular service, positioned in the lower to mid-price range in the motor vehicles goods/parts retail market.

The "Premium" service pack includes professional and expert work of the CONTRACTUAL USER - SERVICER and/or the goods/parts necessary to perform a particular service, positioned in the mid- to high-price range in the motor vehicles goods/parts retail market.

NEOSTAR does not participate in determining the manufacturer of the goods/parts installed in the vehicle, and this matter is entirely the subject of the relationship between the CONTRACTUAL USER - SERVICER and the USER - CUSTOMER OF THE SERVICER, whereas the possible choice is defined by selecting "Economy" or "Premium" standard service pack by the USER - CUSTOMER OF THE SERVICER.

Furthermore, the Platform shall enable the CONTRACTUAL USER - SERVICER to create their own so-called "custom-made" service packs, either as preset packs or packs created through direct contact with USER - CUSTOMER OF THE SERVICER.

After selecting the motor vehicle service time and indicating the type of the motor vehicle service, the USER - CUSTOMER OF THE SERVICER may order the service by paying in advance or just by ordering the service without paying for it in advance (in this case, the USER - CUSTOMER OF THE SERVICER shall pay for the service after its completion, within the due period as indicated on the invoice of the CONTRACTUAL USER - SERVICER). Servicing payment is regulated in accordance with the conditions for monetary transactions and reservation (the conditions are described in: Conditions of use "Monetary transactions and reservation", subsection: "Monetary transactions for motor vehicle servicing").

Upon agreement of the time slots and scope of the service, the USER - CUSTOMER OF THE SERVICER will receive a confirmation in his personal inbox stating that the following information will be visible:

- 1) the content of the servicing ordered,
- 2) data about the CONTRACTUAL USER - SERVICER,
- 3) date and time of the servicing ordered,
- 4) fee for the servicing of the motor vehicle.

Servicing performance, i.e. the moment it was conducted as well as the content of the rights and obligations, taking into account the circumstance that NEOSTAR enables CONTRACTUAL USERS - SERVICERS and/or USERS - CUSTOMERS OF THE SERVICER to use the PLATFORM and/or related technology in order to advertise and/or simplify the process of ordering a motor vehicle service, represents solely the relationship between the CONTRACTUAL USER - SERVICER and the USER - CUSTOMER OF THE SERVICER, hence the information on the circumstances of the ordered servicing being carried out, which are relevant for the storing and/or payment of monetary amounts in the form of the fee for the service in accordance with the "Terms of use "Monetary transaction and reservation", sub-group: "Monetary transactions for the conducted vehicle service", NEOSTAR shall receive from the CONTRACTUAL USER - SERVICER, which the USER - CUSTOMER OF THE SERVICER agrees to.

NEOSTAR and/or the PLATFORM are not the CONTRACTUAL USER - SERVICER and/or USER - CUSTOMER OF THE SERVICER of motor vehicles and/or dealer (i.e. agent, broker or commission agent) of the CONTRACTUAL USER - SERVICER and/or USER - CUSTOMER OF THE SERVICER. Pursuant to the above mentioned, NEOSTAR and/or the PLATFORM provide no warranty for the service performed by the CONTRACTUAL USER - SERVICER and/or its quality, or any other type of warranty and/or guarantee with regard to the relationship of the CONTRACTUAL USER - SERVICER and/or the USER - CUSTOMER OF THE SERVICER, unless otherwise provided by these general terms and conditions.

OIB: 24813383735, MBS: 081307940
Zagrebačka 117, Velika Gorica Trgovački sud Zagreb

Temeljni kapital: 100 000 Kn uplaćen u cijelosti. Predsjednik uprave:
Dimitrije Trbović. Članovi uprave: Dubravko Skender, Ivan Zubak

Privredna Banka Zagreb d.d.
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CONDITIONS OF USE “MONETARY TRANSACTIONS AND RESERVATION”;

Conditions of Use “Monetary Transactions and Reservation” in relation to sale-purchase of motor vehicle;

The reservation procedure starts when the BUYER-USER chooses the Selected motor vehicle. The Selected motor vehicle is considered reserved after the USER-BUYER has finished the entire reservation procedure and has filled in all fields necessary to reserve the product and choose the payment method to pay the Purchase price.

The selected motor vehicle shall be considered reserved from the moment of reservation until moment the financing procedure is finished (the moment when the financing procedure is finished is the moment of the Purchase price payment), but not longer than 5 (five) days.

The reservation procedure comprises following actions:

- i. Click on the respective motor vehicle, which is an action that takes BUYER-USER to the details about the motor vehicle and enables them to choose the selected motor vehicle as Selected motor vehicle.
- ii. Click on the field “Buy Now”, which is an action that enables the BUYER-USER to open the fields that they need fill in (fields to enter needed data).
- iii. After that, the BUYER-USER is forwarded to a safe website for online authorization of credit cards of intermediaries in online payment WSPay.
- iv. On the website for online authorization of credit cards, the BUYER-USER enters their credit card and credit card owner data, and by clicking on the designated field conducts the authorization of the means on the credit card in the fixed amount of HRK 2,000.00 (in writing: two thousand Kuna and nil Lipa). The authorization procedure of the previously stated amount is possible with the following credit and cards Visa®, Mastercard®, Maestro® and Diners®.

As well, payment of the Authorization amount can be done offline, at the purchase places of SELLER-CONTRACTUAL USER, by accessing the POS terminals of the intermediary in payment Monri.

By completing the entry of the required data and selecting the Purchase price payment entirely i.e. by authorizing the amount necessary for the reservation if applicable, the BUYER-USER has sent the SELLER-USER a request to submit an offer to purchase the Selected motor vehicle which they have designated as the Selected motor vehicle during the previously described procedure and for which they request an offer to be submitted.

After the reservation of the BUYER-USER has been received, and on the condition that the entry of their data is complete and authorization of the amount carried out, a confirmation of successful authorization shall be sent to the BUYER-USER’s e-mail address (that the BUYER-USER stated during the reservation processes).

Authorization amount shall be paid to the NEOSTAR account. It will be used at the moment of the Selected motor vehicle purchase realization or “released” after non-realization of the Selected motor vehicle purchase (the moment of the expiry of the offer for the Selected motor vehicle purchase shall be taken as the moment when non-realization of the purchase occurs - only by signing the Contract on sales-purchase it is confirmed that all requirements from the submitted offer have been met), and returned to the BUYER-USER to the account from which the means were paid.

Since the authorization of the amount necessary for the reservation shall not be deemed concluded contract, it does not entail giving deposit nor forfeit money.

The amount of authorization that the BUYER-USER makes available shall be “released” to the BUYER-USER in case the moment of the Selected motor vehicle purchase realization does not occur, pursuant to the General Terms and Conditions of the credit card company through which the BUYER-USER had carried out the authorization procedure.

In case the Purchase price is paid in total within the deadline stated in the sent offer, the authorization amount shall be calculated as part of the total Purchase price of the Selected motor vehicle.

In addition to the authorization amount payment at the moment of the Selected motor vehicle purchase realization, all other monetary transactions in terms of Purchase price payment, until the “Moment of the Selected motor vehicle purchase realization”, are carried out to NEOSTAR’s account, and NEOSTAR receives respective sums of money in the name and on behalf of the BUYER-USER.

The “Moment of the Selected motor vehicle purchase realization” shall be considered as the moment when NEOSTAR stops keeping respective sums of money (received in the name of and on behalf of the BUYER-USER) in the name of and on behalf of the BUYER-USER, and starts keeping them in the name of and on behalf of the SELLER-USER.

If the “Moment of the Selected motor vehicle purchase realization” does not occur, the amount of the paid Purchase price and/or a part of the paid Purchase price in NEOSTAR’s account shall be returned/paid to the BUYER-USER to their account (from which the payment was made by the BUYER-USER) within a time period of 90 (ninety) days from the day of the payment of the respective Purchase price at the latest.

Terms of use of “Monetary transaction and reservation” regarding the servicing of a motor vehicle

By entering the required data in full and by choosing the payment method of the motor vehicle servicing fee (payment of the service (in advance) and by payment of the same by credit cards through the intermediary in online / offline billing system the USER - CUSTOMER OF THE SERVICER pays the fee to the NEOSTAR account, and NEOSTAR shall keep the amount in question on behalf of and for the USER - CUSTOMER OF THE SERVICER until the moment service is carried out. From the moment service is carried out onwards, NEOSTAR shall keep the amount on behalf and for the CONTRACTUAL USER - SERVICER and the amount is at the disposal of the CONTRACTUAL USER - SERVICER.

In the event that the USER - CUSTOMER OF THE SERVICER did not accept the possibility to pay for the service ordered in advance, they shall pay the fee for the conducted service to the CONTRACTUAL USER - SERVICER at the time and/or immediately after the service is performed at the CONTRACTUAL USER - SERVICER’s address.

If the USER - CUSTOMER OF THE SERVICER cancels the order and the service fee amount was paid in advance, then the amount shall be returned to the USER - CUSTOMER OF THE SERVICER by making a payment to the account from which the respective amount was received.

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CONDITIONS OF USE "FEES"

Use of the package: "Sale and purchase of motor vehicles"

NEOSTAR has the right to charge an appropriate Fee to the SELLER-USER for enabling the SELLER-USER to use the package of services (package of services encompasses all services and/or benefits arising out of the PLATFORM and/or acquired by the SELLER-USER based on use of the PLATFORM) available on the PLATFORM (hereinafter: "Fee").

The Fee represents the fee for the SELLER-BUYER's successful realization of the Selected motor vehicle sale by using the package of services given to the SELLER-BUYER's disposal on the PLATFORM and it amounts to 2% (in writing: 2 percent) of the contracted Purchase price, increased by the applicable amount of VAT charged to the Fee in question, whereat the minimum fee shall amount to not less than HRK 999.00 (in writing: nine hundred and ninety-nine Kuna and nil Lipa) increased by the applicable amount of VAT charged to the Fee in question and the maximum fee shall amount to not more than HRK 3,999.00 (in writing: three thousand nine hundred and ninety-nine Kuna and nil Lipa) increased by the applicable amount of VAT charged to the Fee in question.

For the purpose of these General Terms and Conditions it shall be considered that all amounts NEOSTAR possibly settles in the name and on behalf of the SELLER-USER are included in the amount of the Fee.

The SELLER-USER, as the only person responsible for the respective action, posts the price of the motor vehicle (price without fee) they are selling through and/or with the help of the PLATFORM (including all taxes and/or costs that the SELLER-USER must bear according to the applicable rules, if these exist, including VAT/administrative charge if applicable), whereat the SELLER-USER accepts that they shall not offer the vehicle in a different way at a lower price. The price of the motor vehicle, which the SELLER-USER posts pursuant to the previous sentence, shall be increased by adding the aforementioned percentage of the automatically generated fee (with the abovementioned limitation of minimum and maximum fee), and shall then be considered as the Purchase price of the motor vehicle i.e. Purchase price.

The right to the Fee is due immediately after the "Moment of the Selected motor vehicle purchase realization", and NEOSTAR shall charge it from the amount of the Purchase price it holds at that moment in the name and on behalf of the SELLER-BUYER, within 1 (in writing: one) working day.

Exceptionally, if the SELLER-BUYER uses the PLATFORM as a tool to store the data about the vehicles they intend to sell thus limiting themselves the use of the package of services made available to them through the PLATFORM, and sells the vehicles independently, without using any other service from the package made available through the PLATFORM (to clarify, a vehicle shall not be published on the Platform i.e. it shall not be visible to third parties through the Platform), he will be charged a Discounted Fee amounting to 0.5 % (in writing: nil point five (half) percent) of the contracted Purchase price, increased by the applicable amount of VAT charged to the Fee in question.

The right to the Discounted Fee is due immediately after the Moment of the Selected motor vehicle purchase realization, and NEOSTAR shall charge it from the amount of the Purchase price, within 1 (in writing: one) working day.

An overview of Fees charged for the use of the package of services through the PLATFORM shall be visible to the SELLER-USER in their personal profile or shall be delivered to them by e-mail which the SELLER-USER registered on the PLATFORM. Additionally, each charged Fee shall be accompanied by a corresponding invoice that the SELLER-USER shall receive from NEOSTAR in their personal profile and/or by e-mail which the SELLER-USER registered on the PLATFORM.

By accepting these General Terms and Conditions, the SELLER-USER gives explicit and irrevocable consent to NEOSTAR allowing NEOSTAR to deduct and withhold any amount that the SELLER-USER owes to NEOSTAR from the amount that NEOSTAR owes to the SELLER-USER at any moment, pursuant to laws and regulations.

NEOSTAR reserves the right to amend conditions and/or amount of fee/s, under the same conditions valid for these General Terms and Conditions.

CONDITIONS OF USE “PUBLICATION OF MOTOR VEHICLE SALES ADVERTISEMENTS”

The procedure of potential motor vehicle publication for the purpose of selling it by using and/or through the PLATFORM starts when the SELLER-USER enters necessary data.

The SELLER USER shall guarantee that the respective motor vehicle is their sole propriety or that they dispose of all valid authorizations for the respective vehicle that are necessary, in line with the applicable laws and regulations, to conduct activities on the PLATFORM, that there are no disputes before the court or chosen court (arbitration) with regard to the respective motor vehicle, and that the respective motor vehicle is free of any encumbrance, lien, or third party rights, registered or not, that exclude, diminish or limit the right of BUYER-USER (this rule does not pertain to the CONTRACTUAL USER who concludes a separate business cooperation contract with NEOSTAR, prior to gaining their status, that regulates, among other thing, the conditions of buying or selling a thing of another).

At the moment of entering the data through the PLATFORM, and within the scope of possibilities to enter such data into the PLATFORM (for example the SELLER-USER states the condition of the vehicle by selecting the options “Very good”, “Good”, “Satisfactory (road worthy)” and to the extent that the PLATFORM enables it, must (i) provide complete and accurate information about themselves and their motor vehicle (ii) disclose any flaws and/or limitations of the motor vehicle and (iii) provide any other relevant information. The SELLER-USER is solely responsible for the content and/or update of the data entered (including photographs).

By accepting these General Terms and Conditions, the SELLER-USER is obliged to and guarantees that they will not use the PLATFORM for any kind of organized and biased political activity and that they will not publish or spread illicit content, including the following:

- Defamatory, disturbing or threatening messages and content;
- Mentioning of illicit activities with an intent of committing them, or encourage others of doing such activities;
- Violating or illegally appropriating other people's intellectual property, including copyrights, registered trademarks and trade secrets;
- Content that contains profane and inappropriate language or pictures;
- Advertising, promotional and other materials for commercial purposes, if they are not directly linked to activities conducted through the PLATFORM i.e. That are not the subject of sales and/or services and/or damage reporting and processing;
- Content malicious for other users or visitor of the PLATFORM;
- Any content that violates applicable national or international regulations (including, for instance, any activity contrary to Recommendation No. R(97) 20 of the Council of Europe on “Hate Speech”, to the Act on Prevention of Discrimination (Official Gazette no. 85/08 and no. 112/12) or those that in any way encourage violence or hatred or represents any form of discrimination);
- Content that checks or tests vulnerability of an internet system or network;
- Content that violates or circumvents security measures;
- Content that distracts or endangers activities and work of any user, domain or network, for example, by sending computer viruses, spam e-mails, “bombarding” with mails and similar;
- Content that covertly spreads malicious software (malware).

NEOSTAR shall not regularly check the content that the SELLER-USER publishes/uploads, but it reserves the right (not an obligation though) to remove malicious or illicit content when it NEOSTAR has established that such content had been published on the web-site. Copyright materials, including without limitation to, software, graphics, texts, sound, video and music records, cannot be published without legally valid approval from the copyright owner or equivalent document. Furthermore, by registering on the web-site, the SELLER-USER confirms they shall not: a) reproduce, duplicate, copy, sell or resell or use any part of the platform apart from what they are allowed to do pursuant to these General Terms and Conditions; (b) use the name, trademark, servers or any other material of NEOSTAR and BUSINESS PARTNERS to send unsolicited or illicit e-mails and other forms of communication; (c) use any automated or electronic means to access the PLATFORM (including without limitation to robots, spiders, scripts or tools to take down web-sites); (d) set up pop-up ads or any other content that disrupts and endangers the visibility of the PLATFORM or (e) disturbs and interferes with the web-site or servers and networks connected with the PLATFORM, or in any way violates conditions, procedures and regulations of the network connected with the PLATFORM. Finally, by registering on the PLATFORM the SELLER-USER guarantees they will not access or try to access the accounts of other persons and represent themselves falsely during the use of the PLATFORM.

Photographs and/or animations and/or video records (collectively, “images”) used in USER's ads shall reflect the exact quality and condition of the motor vehicle and are the sole responsibility of the USER. NEOSTAR shall reserve the right to demand that ad/s have a minimum number of photographs of a certain format, size and resolution.

By the same token, NEOSTAR reserves the right, through predefined categories for data entry or by examining the data the SELLER-USER freely enters, not to publish a certain motor vehicle, for example, but without limitation:

- i. Motor vehicle production year (motor vehicle cannot be older than 15 (fifteen) years);*
- ii. Motor vehicle mileage (motor vehicle's mileage cannot exceed 250,000 (two hundred and fifty thousand) kilometres);*
- iii. Incomplete data that are a prerequisite for the publication of the motor vehicle (entry is not possible without complete data i.e. one of the prerequisites is to enter all data);
- iv. Based on the general condition of the motor vehicle (for example, damage visible on the photographs);
- v. Low-quality of the published photographs;
- vi. In case there is reason to believe that a vehicle is not at the site of delivery (in the contracted area where the PLATFORM undertakes its business activities – the area where the legal person/entity/subject who is the rightholder of the PLATFORM is registered);**
- vii. General non-conformity of data.

* Respective restrictions shall not apply to SELLER-USER who is CONTRACTUAL USER. However, in such case related motor vehicle could be sold only “offline” and provisions on the NEOSTAR Warranty shall not be applied to it.

** SELLER-USER who is CONTRACTUAL USER shall be allowed to publish motor vehicle that, in the moment of publication, is not situated in the contracted area where the PLATFORM undertakes its business activities – the area where the legal person/entity/subject who is the rightholder of the PLATFORM is registered.

The SELLER-USER starts the procedure of publishing an ad in order to sell a motor vehicle, having been previously registered to use the PLATFORM, by stating and/or attaching the data (price, photographs, written text, etc.) on the PLATFORM, all for the purpose of advertising the motor vehicles in order to sell them. Although the PLATFORM usually enables entry of data based on the predefined categories, the

content for publication is the personal choice of the SELLER-USER. The PLATFORM and/or NEOSTAR shall not be held liable for the quality and/or truthfulness of data regarding the motor vehicles entered by the SELLER-USER.

SELLER-USER being CONTRACTUAL USER has the possibility to decide whether they will check the option "Instant" next to the vehicle ("Instant" means that the vehicle is always available for purchase and that a potential BUYER-USER can purchase it, regardless of the option referring to the price - "fixed" or "non-fixed") or "Non-instant" ("Non-instant" means that a motor vehicle does not always have to be available for purchase and that a potential BUYER-USER has to first ask if the vehicle in question is available and/or suitable for sales).

Data selected by the SELLER-USER shall be published on the PLATFORM with the status "Not Verified" and in that status shall not be visible to potential buyers. An advertisement published in that way shall contain the message "Vehicle in arrival" because the procedure of selling a vehicle is only possible if NEOSTAR conducts the Initial verification of the respective motor vehicle pursuant to the conditions for the verification (these conditions are described in the Conditions of use "Verification of a motor vehicle and the NEOSTAR warranty").

If motor vehicle and data referring to it meet the publication conditions (publication conditions are described in: Conditions of use "Publication of motor vehicle sales advertisements"), which is to be confirmed by NEOSTAR through the NEOINSPECTOR, it shall be published on the PLATFORM so they are publicly visible to all the VISITORS and USERS of the PLATFORM (status "Verified").

The act of publication itself shall not be considered neither general offer nor display of goods or invitation to bid or make an offer.

An advertisement being once published can be modified, depending on the status of the USER. CONTRACTUAL USER can independently modify published data related to motor vehicle up to the moment when the offer is created (in other words, if a document such as the offer / invoice for pre-payment or similar exists, data related to motor vehicle cannot be modified anymore). ORDINARY USER may make respective modifications only with the assistance of the NEOINSPECTOR.

The SELLER-USER is the only person responsible for posting the price (price without fee) they sell through and/or with the help of the PLATFORM (including all taxes and/or costs that the SELLER-USER must bear according to the applicable rules). The price of the motor vehicle which is, pursuant to the previous sentence, posted by the SELLER-USER, plus the PLATFORM Fee which is automatically generated, presents the Purchase price of the motor vehicle or the Purchase price.

The SELLER-USER has the possibility to decide whether they will mark the price (price without fee) as fixed (and by doing so disable a potential BUYER-USER from negotiating about the Purchase price and leave them only with the option to accept it) or as non-fixed (enabling the potential BUYER-USER to offer a lower Purchase price).

When offering lower Purchase price by potential SELLER-USER, the BUYER-USER does not allow potential BUYER-USER to post unusually low price as it, by accepting these General Terms instructs the PLATFORM to create bottom recommended limit of the Purchase price below which potential BUYER-USER cannot post an offer.

With regard to the price posted by the SELLER-USER who is an ORDINARY USER and/or in reference to the price offered by potential BUYER-USER (below listed conditions under which a right not to publish and/or a right to delete an advertisement shall be withheld shall be mutatis mutandis applied to potential BUYER-USER as well, i.e. to his actions during negotiating sale-purchase of the motor vehicle), the PLATFORM reserves the right to publish and/or delete the ad in the following cases:

- If the price posted by the SELLER-USER is too high ("Unusually high price") and it can therefore be considered that the SELLER-USER does not really intend to sell the motor vehicle, and that the primary cause of them joining the PLATFORM is their own marketing;

- If the price posted by the SELLER-USER is too low ("Unusually low price") and it can therefore be considered that the SELLER-USER circumvents applicable laws and regulations (dumping, paying the difference up to the market price through channels different from those envisaged by the PLATFORM);

- If the price posted by the SELLER-USER is not lower than the price of the respective motor vehicle that the SELLER-USER had published on other platforms/classifieds ("Lowest price guarantee").

In order to avoid potential misunderstandings the PLATFORM shall, pursuant to the data SELLER-USER entered, offer a SMART price option as a recommended price which the SELLER-USER will be able to select for entry.

To calculate the SMART price which will be offered to the SELLER-USER as an option to select, parameters available to NEOSTAR on the respective market shall be used.

Generally, NEOSTAR shall rank the advertisements on the PLATFORM by timeline of their publication, in a way that the later advertisement on the PLATFORM is placed above the earlier one. However, the placement and ranking of the entry in the search results on the PLATFORM can vary and depend on multiple factors, such as parameters and settings of the USER's search.

Since the SELLER-USER is solely responsible for the entry and accuracy of the motor vehicle data (among other things, the SELLER-USER is the only person responsible for posting the price (price without fee) of motor vehicle they are selling through and/or with the help of the PLATFORM, including all taxes and/or costs that the SELLER-USER must bear according to the applicable rules, if these exist, including VAT/administrative charge if applicable) entered into the corresponding rubrics of the PLATFORM, NEOSTAR recommends that the SELLER-USER always checks these data when entering them. Usually, rectification of data shall be possible only by deleting the old entry and entering the motor vehicle data.

CONDITIONS OF USE "PUBLICATION OF MOTOR VEHICLE SERVICING ADVERTISEMENTS";

NEOSTAR enables the use of the PLATFORM and/or related technology for CONTRACTUAL USERS - SERVICERS and/or USERS - CUSTOMERS OF THE SERVICERS of motor vehicles, for the purpose of advertising and/or simplifying the ordering process of motor vehicle service.

NEOSTAR and/or the PLATFORM are not the CONTRACTUAL USER - SERVICER and/or USER - CUSTOMER OF THE SERVICER of motor vehicles and/or dealer (i.e. agent, broker or commission agent) of the CONTRACTUAL USER - SERVICER and/or USER - CUSTOMER OF THE SERVICER.

The procedure of potential motor vehicle publication for the purpose of advertising motor vehicle service by using and/or through the PLATFORM starts when the USER enters necessary data. The entry of data and choice of publishing options shall be considered an invitation to conclude a contract on business cooperation with NEOSTAR. NEOSTAR shall provide the USER with a draft Contract on business cooperation (which will define the terms and conditions of advertising and the license needed for the use of the software solution) within a maximum of 15 (fifteen) days. By signing this contract, the USER shall become the CONTRACTUAL USER - SERVICER.

The USER who wishes to have their motor vehicle serviced and therefore uses the PLATFORM to access the advertised CONTRACTUAL USER - SERVICER and enters the information in the designated platform categories shall become the USER - CUSTOMER OF THE SERVICER from the moment of submitting an inquiry and/or request to have their motor vehicle serviced to the CONTRACTUAL USER - the SERVICER and/or reservation of the time slot for the servicing of the motor vehicle and/or the payment of the service fee for the motor vehicle servicing.

THE CONTRACTUAL USER - SERVICER shall guarantee that the concerned workshop for the servicing of motor vehicles is their sole property or that they have all valid authorizations required under the applicable regulations and needed to orderly conduct activities on the PLATFORM, that no dispute proceeding is being conducted before the court or the elected arbitration court in respect of the workshop concerned and that no burden, pledge, or third party rights, whether written or not, that exclude, diminish or limit the right of the CONTRACTUAL USER - SERVICER burden the workshop.

If they meet the conditions for publication (the conditions for publication are described in: the Conditions of use "Publication of motor vehicle sales advertisements"), they shall be published on the PLATFORM so they are publicly visible to all the VISITORS and USERS of the PLATFORM.

The motor vehicle servicing process starts when the USER - CUSTOMER OF THE SERVICER selects the CONTRACTUAL USER - SERVICER on the PLATFORM and indicates in the "designated field" the requested service (which may include goods/parts to be installed when performing the service, therefore, under these General terms and conditions, servicing entails works and/or goods/parts cumulatively if the ordered service contained both) and the time and date of vehicle servicing (if this is "Instant" service) or will propose the date and time of vehicle servicing (if this is "Non-instant" service).

If the CONTRACTUAL USER - SERVICER indicates that they offer "Instant" vehicle servicing, this also means that they shall perform the service ordered by the USER - CUSTOMER OF THE SERVICER at the time (date and/or hour) indicated as available and selected by USER - CUSTOMER OF THE SERVICER, while in case that the CONTRACTUAL USER - SERVICER indicates that the service is performed as "Non-instant", this also means that they shall perform the service ordered by the USER - CUSTOMER OF THE SERVICER at the time that is subsequently arranged and/or communicated (through the PLATFORM) between the CONTRACTUAL USER - SERVICER and the USER - CUSTOMER OF THE SERVICER.

After selecting the motor vehicle service time and indicating the type of motor vehicle service, the USER - CUSTOMER OF THE SERVICER may order the service by paying in advance or just by ordering the service without paying for it advance (in this case, the USER - CUSTOMER OF THE SERVICER shall pay for the service after its completion, within the due period as indicated on the invoice of the CONTRACTUAL USER - SERVICER).

The CONTRACTUAL USER - SERVICER starts the procedure of publishing an ad in order to offer motor vehicle servicing, on the condition that they have previously been registered to use the PLATFORM and concluded a Contract on business cooperation with NEOSTAR, by stating and/or attaching the data (price, photographs, written text, etc.) on the PLATFORM, all for the purpose of advertising motor vehicles servicing. Photographs and/or animations and/or video recordings (collectively, "images") used in the CONTRACTUAL USER - SERVICER's ads shall reflect the exact quality and condition of the service action and are sole responsibility of the CONTRACTUAL USER - SERVICER. NEOSTAR shall reserve the right to demand that ad/s have a minimum number of photographs of a certain format, size and resolution.

The CONTRACTUAL USER - SERVICER has the option to decide whether motor vehicle services will be performed on a fixed date, as indicated by the "Instant" option ("Instant" means that the time slot for servicing the motor vehicle is available and/or accessible at the exact date and/or hour and will be displayed as available in the corresponding menu so that a potential USER - CUSTOMER OF THE SERVICER can choose it as the desired date and/or time of service) or "Non-instant" ("Non-instant" indicates that a specific confirmation of the time and/or date of the service of the motor vehicle is required.)

The "Instant" option does not require confirmation of the time slot by the CONTRACTUAL USER - SERVICER since the USER - CUSTOMER OF THE SERVICER chooses the available time slot and the selected time slot cannot be changed/cancelled by the CONTRACTUAL USER - SERVICER.

The "Non-instant" service requires the CONTRACTUAL USER - SERVICER to confirm the time entered/requested by the USER - CUSTOMER OF THE SERVICER. If the CONTRACTUAL USER - SERVICER does not confirm the time entered/requested by the USER - CUSTOMER OF THE SERVICER within 24 (twenty-four) hours, the time shall be deemed not agreed, i.e. rejected by the CONTRACTUAL USER - SERVICER.

CONDITIONS OF USE "VERIFICATION OF THE MOTOR VEHICLE AND NEOSTAR GUARANTEE"

VERIFICATION OF THE MOTOR VEHICLE

INITIAL VERIFICATION

After an ad containing the message "Vehicle in arrival" has been published (motor vehicle with the status "Not Verified"), NEOSTAR shall start, through NEOINSPECTOR (During his work the NEOINSPECTOR is entitled to rely on information obtained by the SELLER-USER, particularly in cases where certain information are not publicly available (e.g., if motor vehicle has been involved in a car crash), and it potentially might related to hidden defects), the Initial verification procedure of the respective motor vehicle (in order to conduct the Initial verification procedure motor vehicle must be located in the Republic of Croatia), pursuant to the following conditions („Check List“):

CHECK LIST OF PARTS EXAMINED DURING THE VERIFICATION

Stationary vehicle

Automobile has not been involved in a car crash

Automobile engine starts properly

The main key is in good condition

Spare key

Instrument panel functions properly

No warning lights on the instrument panel

On-board computer functions properly (if applicable)

Windshield spray nozzles and functioning of the wipers is in good condition

Windshield wiper blades are in good condition

Vehicle horn is in good condition

Lights (front and rear) function properly

External and internal rear view mirrors function properly and are in good condition

Safety belts function properly (front and back)

Moving the driver's seat in all directions functions properly

Seat heaters function properly (if applicable)

Radio device functions properly as are all the speakers

Air conditioning functions properly

Heating system functions properly

Ventilation, air flow and fan speed regulation function properly

Glass heaters function properly

Anti-fogging of side rear view mirrors functions properly (if applicable)

Compartments, cup holders, armrests function properly and are in good condition

Driver and passenger sun visor function properly

Interior ambient lights function properly

Power window regulators function properly

Sunroof/moonroof and rooftop function properly (if applicable)

Power outlets (12v or USB) function properly

Central door lock system functions properly (if applicable)

Boot lid functions properly

Hood lid functions properly

Vehicle maintenance log is present

Vehicle registration is present

Tool and jack car lift

Safety triangle and first aid kit present

Vehicle in motion*

Manual transmission shifts gears properly

Speedometer functions properly (if applicable)

Metering instruments and lights during the ride function properly

Automatic transmission shifts gears properly before reaching optimal working temperature (if applicable)

Automatic transmission shifts gears properly after having reached optimal working temperature (if applicable)

Handbrake functions properly

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Gas pedal, brakes and clutch function properly
 4 wheel drive functions properly (if applicable)
 Automobile acceleration as expected
 Vehicle interior in good condition
 Automobile moves in a straight line
 Vibrations check during acceleration
 Brakes check during normal and sudden braking
 Wheels
 Front tires tread depth
 Rear tires tread depth
 Spare tire is present (if applicable)
 All tires on the same axle are of the same manufacturer, model, size, consumption, speed and load
 Under the engine lid
 No unusual engine sounds or smell
 Motor oil level and condition
 Coolant level and tank in good condition
 Brake fluid level and tank in good condition
 Washer fluid level and tank in good condition
 No visible signs of leaking. Leaking is not considered damaging for the automobile operation
 Drive belts are in good condition (if applicable)
 Hoses and lines are in good condition
 No signs of damage or breakage of wiring, hoses, plastic parts

* Vehicle in motion shall be tested up to the speed of 80 km / h and up to the distance of 5 km. Consequently, it is possible that some deviations in performance that appear outside of these parameters shall remain undetected during verification process.

Date of Initial verification / Date of Final verification

The BUYER-USER is warned about the difference in condition of the Selected motor vehicle between the Initial verification and Final verification by the Check List. It shall be understood that the BUYER-USER agreed with them and accepted them that by signing of the Motor Vehicle Sales-purchase Contract.

The SELLER-USER who is an ORDINARY USER needs to confirm time and place where a NEOINSPECTOR shall inspect a motor vehicle prior to the initiation of the Initial motor vehicle verification procedure. The SELLER-USER who is an ORDINARY USER is responsible for the coordination and organization of the inspection by a NEOINSPECTOR and hereby clears NEOSTAR and/or the PLATFORM and/or NEOINSPECTOR of any damage that might arise. The SELLER-USER who is an ORDINARY USER takes note of and agrees not to launch any claims against the above mentioned on the grounds of purchase and/or use of product and/or services as well any other grounds.

The Initial verification procedure shall be conducted within 3 (in writing: three) working days from the day of publishing the ad containing the message "Vehicle in arrival". Otherwise, the published ad shall be deactivated.

The SELLER-USER takes note of this and accepts the fact that Motor vehicle initial verification does not constitute a form of warranty and that NEOSTAR does not provide any guarantee for the good working order and/or characteristic of the respective motor vehicle. As much as the Initial verification can be of use when making decision on buying a motor vehicle, the Initial verification is no warranty and/or guarantee that the inspected vehicle contains no damages and/or that NEOINSPECTOR and/or the PLATFORM and/or NEOSTAR has identified all existing defects on the motor vehicle.

However, successfully conducted Motor vehicle initial verification means that the respective motor vehicle, under suspensive conditions listed below, can acquire the right to NEOSTAR warranty which can be activated at the Moment of the selected vehicle sale-purchase realization, with start and application date immediately following the Moment of the selected vehicle sale-purchase realization.

For this purpose, the SELLER-USER must mark whether the respective motor vehicle has or does not have the Existing warranty on vehicle.

If the respective vehicle has Existing warranty on vehicle, the SELLER-USER needs to enter:

- date of expiry of Existing warranty on vehicle
- mileage limit after which Existing warranty on vehicle expires.

After a motor vehicle has passed the process of the Initial verification (the Initial verification means that NEOSTAR accepted the motor vehicle for sale through the PLATFORM and that the respective motor vehicle acquires the status "Verified" – APPROVED BY NEOSTAR), interested BUYER-USER, in order to start a possible sales procedure of the selected motor vehicle, sends an inquiry to the SELLER-USER to check whether the Selected motor vehicle is available and/or suitable for sale, and an inquiry pertaining to the offered Purchase price.

FINAL VERIFICATION

In order to conduct the Final verification procedure, the motor vehicle needs to be in the Republic of Croatia.

a) When the SELLER-USER is an ORDINARY USER:

Upon the payment of the Purchase price (on the condition that this payment is made during the time period for the payment of Purchase

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price in line with the offer), within a further time period of 5 (five) working days, NEOINSPECTOR shall inspect the motor vehicle in the name of and on behalf of the BUYER-USER, at the address of the SELLER-USER.

NEOINSPECTOR confirms that the Selected motor vehicle meets verification requirements i.e. NEOINSPECTOR confirms that all verification conditions have been realized, additionally taking into consideration possibly exceeded mileage to 500 (in writing: five hundred) kilometres as of the mileage entered at the moment of publication.

NEOINSPECTOR can make an exception with regard to the stated verification requirements (Selected motor vehicle does not meet one or more verification requirements) only if they have obtained a written consent from the BUYER-USER that needs to be provided at the place of the Final verification and at the moment of signing of the Motor Vehicle Sales-purchase Contract as by this the BUYER-USER agrees with respective deviations and accepts them.

BUYER-USER receives the Selected motor vehicle into possession and in addition to the motor vehicle also receives 3 (three) copies of the signed Motor vehicle sale-purchase contract (signed by the SELLER-USER and/or the person who signs the contract in the name and on behalf of the SELLER-USER).

After being signed by the BUYER-USER 1 (one) copy of the Motor vehicle sale-purchase contract shall be given to the SELLER-USER.

The BUYER-USER shall keep 2 (two) Motor vehicle sale-purchase contracts for the purpose of registering ownership in the registration license of the Selected motor vehicle and appropriate public register at the testing centre in charge.

By signing the Motor vehicle Sales-purchase Contract, the BUYER-USER acknowledges that the vehicle meets their demands and accepts the sale on "as is" basis.

b) When the SELLER-USER is a CONTRACTUAL USER:

Upon the payment of the Purchase price (on the condition that this payment is made during the time period for the payment of the Purchase price in line with the offer), within a further time period of 5 (five) working days, the BUYER-USER shall inspect the motor vehicle, at the address of the SELLER-USER.

The BUYER-USER shall acknowledge that the Selected motor vehicle meets their demands (by signing the Motor vehicle sale-purchase contract, whereby the BUYER-USER accepts the purchase on "as is" basis);

The BUYER-USER receives the respective motor vehicle into their possession, and in addition to the Selected motor vehicle also receives 3 (three) copies of the signed Selected motor vehicle sale-purchase contract (signed by the SELLER-USER and/or the person who signs the contract in the name of and on behalf of the SELLER-USER).

The BUYER-USER signs all 3 (three) copies, after which 1 (one) copy of the Sale-purchase contract is given to the SELLER-USER;

2 (two) copies of the Motor vehicle sale-purchase contract are intended for the BUYER-USER for the purpose of registering ownership in the registration license of the Selected motor vehicle and appropriate public register at the testing centre in charge;

WARRANTY

Every published vehicle can have only 1 (one) out of 3 (three) possible types of warranty:

Existing warranty on vehicle

NEOSTAR warranty, 12 months or 10,000 km

NEOSTAR warranty, 6 months or 5,000 km

EXISTING WARRANTY ON VEHICLE

The SELLER-USER marks whether it exists or not during the entry of the motor vehicle on the PLATFORM. Existing warranty on vehicle is a warranty for proper working condition of the mechanical, electric or electronic parts of the motor vehicle during time period and within the mileage range set out by the motor vehicle manufacturer. If at the Moment of the Selected motor vehicle purchase realization, the time period remaining until the expiry of the Existing warranty on vehicle is longer than 6 (six) months or the Existing warranty on vehicle at that moment covers mileage greater than 5,000 km (five thousand kilometers), the BUYER-USER retains Existing warranty on vehicle and the Selected motor vehicle does not get NEOSTAR warranties.

Reporting a defect during the validity of the Existing warranty on vehicle is done by contacting the authorized service network prescribed by the vehicle manufacturer. Authorized service network of the vehicle manufacturer can be found on the vehicle manufacturer's official website for the Croatian market.

NEOSTAR WARRANTY 12 months or 10,000 km

If at the Moment of the selected motor vehicle purchase realization the respective Selected vehicle meets the following requirements:

- Verified by NEOSTAR;
- Less than 7 years old, counting from the date of the first registration;
- The vehicle mileage amounts to less than 130,000 km (one hundred and thirty thousand kilometers);
- In case of the valid Existing warranty on vehicle, less than 6 (six) months or 5,000 km (five thousand kilometers) remaining until its expiry;

Duration of the the NEOSTAR warranty is 12 (twelve) months or the next 10,000 km (ten thousand kilometers), whichever happens first, starting from the Moment of the selected motor vehicle purchase realization.

NEOSTAR WARRANTY 6 months or 5,000 km

If at the Moment of the selected motor vehicle purchase realization the respective Selected vehicle meets the following requirements:

- Verified by NEOSTAR;
- Older than 7 years, counting from the date of the first registration, but not older than 15 (fifteen) years;
- The vehicle mileage amounts to more than 130,000 km (one hundred and thirty thousand kilometers), but not more than 250,000 km (two hundred and fifty thousand kilometers);
- In case of the valid Existing warranty on vehicle, less than 6 (six) months or 5,000 km (five thousand kilometers) remaining until its expiry;

Duration of the NEOSTAR warranty is 6 (six) months or the next 5,000 km (five thousand kilometers), whichever happens first, starting from the Moment of the selected motor vehicle purchase realization.

Important notice:

NEOSTAR warranty is non-transferable except in the following case: The SELLER-USER acquires NEOSTAR warranty at the Moment of the selected motor vehicle sale-purchase realization which is tied to the VIN number of the Selected motor vehicle, and is transferred to the BUYER-USER immediately after the Moment of selected motor vehicle sale-purchase realization, at which moment its duration and application starts.

NEOSTAR warranty shall apply to all permanently installed mechanical and electronic parts of the motor vehicle stated in the Check List through the process of Initial and Final verification, except for parts and vehicle functions stated as defect, in a way and within the scope stipulated in the "General Terms and Conditions of NEOSTAR warranty" and "The Scope of NEOSTAR warranty".

All other terms and conditions of the NEOSTAR warranty shall be stipulated in the "General Terms and Conditions of NEOSTAR warranty" and "The Scope of NEOSTAR warranty" which shall be attached to the Motor vehicle sales-purchase contract and shall make its integral part. The BUYER-USER shall receive them by e-mail sent to the address they entered during the registration process.

Items where difference in the condition of the vehicle was determined during the Final verification compared to the Initial verification and recorded on the Check List and the BUYER-USER agreed to, shall be excluded from the NEOSTAR Warranty. Also, NEOSTAR Warranty shall not be realized unless the BUYER-USER has, as of the date of the purchase, but no later than 30 (thirty) days from the day of the purchase, submitted to NEOSTAR a proof of conducted service works on the Selected motor vehicle as envisaged by the motor vehicle manufacturer.

By the same token, NEOSTAR warranty shall not apply if the SELLER-USER gave/entered/uploaded incorrect data pertaining to the Existing warranty on vehicle to the PLATFORM, in which case NEOSTAR reserves the right to claim damages arising from such actions of the SELLER-USER.

The BUYER-USER must immediately report the defect to NEOSTAR within warranty period, always prior to the beginning of the repair, and make the motor vehicle available for repair. During the warranty period, reporting a defect shall be conducted from the BUYER-USER profile so that the BUYER-USER selects the available service package and reports the defect in accordance with the NEOSTAR service network.

Additional prerequisite for exercising the right as stipulated in these NEOSTAR warranty conditions is the repair approval given by the representative (stated in u § 10 of the General Terms and Conditions of NEOSTAR warranty) and stating the ID number of the defect/damage before commencing the repair. NEOSTAR shall repair the vehicle itself or appoint member of the available NEOSTAR service network or appoint appropriate professional repair service. In case of violation of this obligation, NEOSTAR shall be released of the obligation arising from the NEOSTAR warranty, irrespective of the fact that this might make it more difficult for NEOSTAR and/or their representative (stated in § 10 of the General Terms and Conditions of NEOSTAR Warranty) and/or member of the available NEOSTAR service network to determine

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how defect originated i.e. what the scope of defect - subject to NEOSTAR warranty - is.

For every reported defect, the BUYER-USER is obliged to participate in repair costs (franchise) as follows:

- HRK 700 (seven hundred kuna), increased by the applicable amount of VAT charged to the respective net amount, for a vehicle less than 10 (ten) years old and with mileage that amounts to less than 200,000 km (two hundred thousand kilometres), recorded at the Moment of the selected motor vehicle sale-purchase realization (for example: if the repair cost of the reported defect amounts to HRK 700 (increased by the applicable amount of VAT charged to the respective net amount), then the total sum of HRK 700 increased by the applicable amount of VAT charged to the respective net amount is paid by the BUYER-USER; if the cost of the reported repair amounts to HRK 1,000 (increased by the applicable amount of VAT charged to the respective net amount), then the BUYER-USER pays the first HRK 700 (increased by the applicable amount of VAT charged to the respective net amount), while the remaining amount (HRK 300, increased by the applicable amount of VAT charged to the respective net amount) is the cost of NEOSTAR);
- HRK 1.500 (one thousand and five hundred kuna), increased by the applicable amount of VAT charged to the respective net amount, for a vehicle older than 10 (ten) years or with mileage amounting to more than 200,000 km (two hundred thousand kilometres), recorded at the Moment of the selected motor vehicle sale-purchase realization. In this case, maximum coverage for all defects during the respective NEOSTAR warranty period amounts to HRK 5,200 (five thousand and two hundred kuna) increased by the applicable amount of VAT charged to the respective net amount, (for example: if the repair of the reported defect costs HRK 1,500 (increased by the applicable amount of VAT charged to the respective net amount) then the BUYER-USER pays the total sum of HRK 1,500 (increased by the applicable amount of VAT charged to the respective net amount); if the repair of the reported defect costs HRK 7,200 (increased by the applicable amount of VAT charged to the respective net amount) then the BUYER-USER pays the first HRK 1,500 (increased by the applicable amount of VAT charged to the respective net amount), while the remaining amount (HRK 5,200, increased by the applicable amount of VAT charged to the respective net amount,) is the cost of NEOSTAR, and the BUYER-USER shall bear the cost of every subsequent reported repair; if the cost of the reported defect amounts to HRK 9,000 (increased by the applicable amount of VAT charged to the respective net amount), then the BUYER-USER pays the first HRK 1,500 (increased by the applicable amount of VAT charged to the respective net amount), while the amount of HRK 5,200 (increased by the applicable amount of VAT charged to the respective net amount) is the cost of NEOSTAR, and the BUYER-USER also pays the remaining amount (HRK 2,300, increased by the applicable amount of VAT charged to the respective net amount).

For all the conditions of the NEOSTAR warranty we ask you to read the documents "General Terms and Conditions of NEOSTAR warranty" and "The scope of NEOSTAR warranty" in advance as they shall be integral part of the Offer (for the motor vehicle purchase) and shall be available on the links stated in it, while the Offer itself shall constitute integral part of the Motor vehicle sale-purchase contract.

CONDITIONS OF USE “TYPES OF DOCUMENTS - CONTENT OF DOCUMENTS”

The PLATFORM may be used to enable easier sale and/or purchase of motor vehicles and/or contracting motor vehicle service and/or motor vehicle damage reporting process.

The PLATFORM has no legal capacity or the capacity to act as a party in a legal proceedings and is not a contracting party in any of the above stated transactions.

Information about a certain motor vehicle is submitted by the USER and/or BUSINESS PARTNER and not NEOSTAR. Price and other conditions of any sale-purchase and/or service provision remain the subject of direct negotiations between the SELLER-USER and BUYER-USER i.e. the ordering party and the acting party, while the service of the PLATFORM is only to assist in the process and within the scope described in these General Terms and Conditions.

In order to enable and/or to make transactions between the USER and/or BUSINESS PARTNERS easier, the PLATFORM offers the content of the documents (drafted only in the Croatian language and Latin script), which USERS and/or BUSINESS PARTNERS, in case they wish to perform their transactions (sale-purchase of motor vehicles and/or servicing of motor vehicles and/or reporting damage on motor vehicles) through the PLATFORM and/or NEOSTAR, may use:

Division per groups:

A/ Sale-purchase of motor vehicles:

- 1) OFFER (sale-purchase of motor vehicles) (form available on the following link: [...]);
- 2) MOTOR VEHICLE SALE-PURCHASE CONTRACT (that serves as the bill of lading) (form available on the following link: [...]);
- 3) CHECK LIST (Initial and Final Verification) (form available on the following link: [...]);
- 4) General Terms and Conditions of NEOSTAR warranty (form available on the following link: [...]);
- 5) The Scope of NEOSTAR warranty (form available on the following link: [...]);
- 6) INVOICE (when the SELLER-USER is a CONTRACTUAL USER) (form available on the following link: [...]);
- 7) HANDOVER REPORT (confirming the handover of thing along with the Selected motor vehicle) (form available on the following link: [...]);

B/ Motor vehicle service:

- 1) OFFER (Motor vehicle service);

CONDITIONS OF USE “TAXES”

The PLATFORM enables USER to enter the data based on preset categories. In this way, a CONTRACTUAL USER (not an ORDINARY USER) can, among other things, in his name and on his behalf, create an informative calculation of certain tax contributions (including, but without limitation to, motor vehicle transactions tax). CONTRACTING USER is informed of and acknowledges that the respective calculations are only informative and that they cannot be used for other purposes. Taking the above mentioned into consideration, NEOSTAR does not assume any liability with regard to the CONTRACTING USER in terms of these calculations.

USERS and/or BUSINESS PARTNERS are solely responsible for determining their obligations to report, collect, submit and include their transactions and/or prices for the sale of goods and/or services any applicable VAT and/or income tax and/or profit tax and/or any other tax. NEOSTAR and/or the PLATFORM does not have any responsibility for the calculation of tax liability and/or displaying tax liabilities with regard to the transactions of the USER and/or BUSINESS PARTNERS on and/or regarding the PLATFORM.

Tax regulations may demand from NEOSTAR to collect corresponding tax data and/or deduct taxes from payment to USERS and/or both. If tax and/or any other regulations demand this from us, NEOSTAR reserves the right to keep a particular or all payments up to the tax relevant amount. If this is demanded from the relevant and/or competent authorities and/or any tax administration, NEOSTAR is authorized to provide to the above mentioned authorities any information it possesses regarding the USERS and/or BUSINESS PARTNERS and/or their transactions that take place on and/or with regard to the PLATFORM, regardless of the nature of the participants of those transactions.

The USER is the only person responsible for posting the price (price without fee) of the motor vehicle they sell through and/or with the help of the PLATFORM (including all taxes and/or costs that the USER must bear according to the applicable rules, if they exist, including VAT/ administrative charge if applicable). NEOSTAR therefore explicitly recommends to the USER to become acquainted with the tax treatment of the motor vehicle whose data they enter/upload on the PLATFORM as the choice of appropriate tax form applicable to the desired transactions through the PLATFORM is, among other things, sole responsibility of the USER.

CONDITIONS OF USE "INTELLECTUAL PROPERTY"

NEOSTAR can, at their own discretion, enable USERS to (i) create, transfer, send, receive and store content such as text, photographs, audio, video or other materials and information on and/or through the PLATFORM ("External content"); and (ii) access and/or review the content of the USER and/or any content that NEOSTAR makes available itself to and/or through the PLATFORM, including own NEOSTAR content and any other content that is licensed and/or approved for use by NEOSTAR and/or third party ("NEOSTAR content").

The PLATFORM, NEOSTAR content and External content may entirely or partly be a subject of copyright, trademark and/or other rights and/or regulations. The USER takes note of this and acknowledges that the PLATFORM and NEOSTAR content, including all the connected intellectual property rights, are exclusive ownership of NEOSTAR and/or their license providers and/or third party authorizations. In order to avoid any doubts, the following encompasses: (i) "Intellectual property" and/or "IP" – all rights arising from intellectual property, including (without limitation to) patents, additional protection certificates, petty patents and utility models, trademarks, database manufacturers' rights, authors' copyright and the right to the topography of semi-conductors (irrespective of whether any of these rights have been registered, including the applications and the right to submit registration application for any of these rights) and all inventions, know-how, trade secrets, techniques and proprietary information, client and vendor lists and other knowledge and information that can be owned, and all rights and form of protection similar in nature or that have same or similar effect to any of these rights and that can exist anywhere in the world, in any case during the entire period of their duration, together with all their renewals and extensions; (ii) "Information technologies" and/or "IT" any computer hardware, software, firmware, networks, internet pages, other information technology and any assets that have inbuilt valuable information technology;

The USER shall not remove, change and/or cover up any notifications on copyrights, trademarks, service brands and/or other notifications on ownership rights installed into the PLATFORM and/or NEOSTAR content and External content. All trademarks, service brands, logos, trade names and all other identifiers of the NEOSTAR sources which are used on/with regard to the PLATFORM and NEOSTAR content are trademarks and/or registered trademarks of NEOSTAR. Trademarks, service brands, logos, trade names and any other protected third party marks used on and with regard to the PLATFORM or NEOSTAR content are used only for the purpose of identification and can only be ownership of their true owners.

The USER shall not use, copy, adapt, modify, prepare executed works, distribute, license, sell, transfer, air publicly, perform publicly, transmit, broadcast or use the PLATFORM and/or NEOSTAR content in any other way (including, but not limited to, above stated Intellectual property and Information technology) except to the extent to which the USER is a legal owner of a particular content or as explicitly allowed in these General Terms and Conditions. No licenses or rights give the USER, explicitly, implicitly or in other way, any intellectual property right that is possessed or controlled by NEOSTAR or their license providers, apart from the licenses and rights explicitly given pursuant to these General Terms and Conditions.

In accordance with these General Terms and Conditions, NEOSTAR gives the USER limited, at any moment revocable, non-exclusive and non-transferable right of use for (i) download and use of the application on personal devices; and (ii) access and overview of any content available on the PLATFORM, and all for USER's personal and non-commercial use only, i.e. only for the use necessary for carrying out the processes that the PLATFORM provides to the USER.

By creating, uploading, sending, receiving, storing and in any other way making available any External content on or through the PLATFORM, the USER gives to NEOSTAR non-exclusive, worldwide, free of charge, irrevocable, permanent, sub-licensed and transferable license for such content, for the purpose of accessing, using, storing, copying, changing, preparing derivative work, distributing, publishing, transferring, airing and in any other way using such content. If the External content includes personal data, such External content is used for these purposes only if such use is in accordance with data protection laws and regulations and Privacy notice of NEOSTAR.

The USER is the only person responsible for all External content they make available on or through the PLATFORM. Therefore, the USER states and guarantees that: (i) they are the only and exclusive owner of entire External content they make available on or through the PLATFORM or has all rights, licenses, consents and publications which are necessary for the USER to grant NEOSTAR the right to use the External content, (ii) neither External content nor its posting, uploading, publishing, submitting or transferring the External content by the USER or NEOSTAR's use of the External content (or any of its parts) stipulated by these General Terms and Conditions shall not violate, unlawfully force and/or breach the rights of third parties such as: patent, copyright, trademark, trade secret, moral rights and/or other proprietary and/or intellectual proprietary rights and/or right of public access and/or privacy rights and/or rights of any valid law and/or regulation and/or, (iii) the USER shall not publish, send or transfer any External content which: is false, misleading (directly or by omission or failure to update data) or is fraudulent, defamatory, obscene, pornographic, vulgar and/or offensive, promotes discrimination, arrogance, racism, hatred, harassment and/or harming any individual and/or group, violent and/or threatens and/or promotes violence and/or actions that threaten any other person and/or animal, and promote illicit and/or detrimental activities. NEOSTAR can, without prior notification, remove and/or disable access to any External content for which NEOSTAR establishes that it violates any applicable regulation, these General Terms and Conditions or it could be deemed harmful or inappropriate in any other way for NEOSTAR and/or their USERS and/or any third party.

All the results of the work arising from or with regard to the PLATFORM, originated at any moment during the use of the PLATFORM, are the ownership of NEOSTAR. Therefore, only NEOSTAR has the right to commercialize them and generate income from them.

If any part of the USER's interaction with the PLATFORM would, pursuant to the applicable rules and regulations, be considered copyright work, the USER entirely transfers all their alienable copyrights, including, but without limitation to, moral, property and other rights which pertain to copyright work originated based on the interaction with the PLATFORM, without any limitations in terms of time and territory, such as, but not only: recording rights, reproduction rights, exploitation rights, marketing and public airing rights, right to publish, distribute and sell movie and TV series, translation, copying, including audiovisual cassettes and DVDs, renting as well as rights of translation into foreign languages, and all other copyrights as well as all other property rights that arise from them, in all now known and in the future discovered ways of airing and unlimited number of copies.

With regard to the above stated, the USER is obliged to tolerate that adaptations such as translations, change of name/title of the product with a permit to show only the adapted/changed name/title of the product, visual, amendments, introduction of additional elements (e.g. special electronic devices that make sounds, displays), music adaptation and other adaptation of copyright work which are original intellectual property creations of individual character protected as independent copyright work – for example various other development and manifestation forms and ways of utilization of copyright work if these shall represent an individual copyright work and/or an invention and/or a design in themselves, be protected individually, through third parties pursuant to all applicable laws and regulations.

The USER entirely transfers their alienable rights that pertain to an invention/patent/license for inventions – designed products which have originated based on their interaction with the PLATFORM to NEOSTAR, without limitations in terms of time and territory.

On the condition that the same applies to their interaction with the PLATFORM, the USER entirely transfers all their alienable rights in terms of trademark protection connected with works and inventions originated based on the interaction of the USER with the PLATFORM to NEOSTAR, including the right for NEOSTAR to submit registered trademarks and trademark proprietor applications, without any limitations in terms of time or territory.

The USER entirely transfers all their alienable rights in terms of industrial design protection connected with works and inventions originated based on the interaction of the USER with the PLATFORM to NEOSTAR, including the right for NEOSTAR to submit industrial design applica-

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Dimitrije Trbović. Članovi uprave: Dubravko Skender, Ivan Zubak

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tions and be the proprietor/acquirer of a design, without any limitations in terms of time or territory.

The USER obliges to sign, without any additional fee, all necessary documents and additional authorizations that might be necessary to carry out the actions and activities defined in these General Terms and Conditions. All costs of giving such additional statements and signing of documents shall be at the expense of NEOSTAR, including the costs of accompanying stamp duties and similar charges.

The USER renounces any kind of fee as well as all rights, more precisely, those rights that the USER can renounce pursuant to the laws and regulations in force, to any kind of liabilities that NEOSTAR realizes on the works of the USER.

DISCLAIMER

The USER and/or BUSINESS PARTNER accepts that NEOSTAR is not responsible for any downtime of the PLATFORM, any losses or damages, costs or expenditures, and any other damage that the USER and/or BUSINESS PARTNER experienced as the consequence of the error on the PLATFORM, unless defined otherwise in the General Terms and Conditions. The USER and/or BUSINESS PARTNER particularly accepts that NEOSTAR is not responsible for any interruptions in the provision PLATFORM's services, any losses or damages, costs or expenditures, and any other damage that the USER/BUSINESS PARTNER experienced as the consequence of the error on the PLATFORM and/or third person software and/or business partners who work as part of the solution and/or services provided by the PLATFORM. Furthermore, NEOSTAR shall not be held liable for the content of software produced by third parties i.e. their compliance with laws and by-laws, other regulations and professional standards.

As the sole rightholder of the PLATFORM, NEOSTAR shall not possess, create, sell, resell, provide, control, manage, offer, deliver any goods and/or services. The USER and/or BUSINESS PARTNERS are themselves responsible for their goods and/or services and/or mutual transactions that can, as such, arise and or be connected to the services of the PLATFORM and/or NEOINSPECTOR.

NEOSTAR, and those hired by it: employees, workers, NEOINSPECTORS, representatives, branch offices, partner companies, distributors, distribution partners, licensed representatives, agents and or other persons participating in the creation, services, sponsorships, promoting and/or who in other way make the PLATFORM and/or its content available, shall in no way be held liable for (i) criminal, special, indirect or consequential damages or losses, production losses, profit losses, income losses, damage or loss of image or reputation, loss of indemnification rights, (ii) inaccuracies (in description) of information referring to the goods and or services offered for sale and/or provision (including prices and/or warranty realization and/or deadlines and/or similar) on the PLATFORM, (iii) services published and products offered by BUSINESS PARTNERS and/or USERS, (iv) any (direct, indirect, consequential or criminal) damages, losses or costs you have suffered and paid in accordance with and due to and in relation to the use, inability to use and/or delays pertaining to the PLATFORM, or (v) any (personal) injury, death, property damage or other (direct, indirect, special, consequential or criminal) damages, losses and costs you have suffered or paid, whether due to the (legal) acts, mistakes, breeches, (gross) negligence, qualified guilt, hiding information, omissions, false representation, criminal offenses or misdemeanors or which can be (entirely or partially) attributed to NEOSTAR and/or the PLATFORM. If, in a concrete case, one of the above mentioned limitations does not apply due to its collision with peremptory norms of the applicable law, and if NEOSTAR's liability shall be established in such case, this liability shall be limited to the amount of HRK 1,000.00 (in writing: one thousand Kuna).

NEOSTAR is not liable (and shall not have any liability) for the use, validity, quality, appropriacy, form and/or postings on the PLATFORM and shall not give any statements, guarantees and/or conditions regarding the aforementioned. The USER acknowledges and accepts that relevant service provider and/or seller and/or buyer of the goods advertised on the PLATFORM is only the USER and/or BUSINESS PARTNER, and that they are solely liable, and they accept all liability with regard to the sale-purchase of goods and/or provision of services and/or description of goods and/or services and/or warranty of the goods and/or services, unless stipulated otherwise in these General Terms and Conditions.

USERS and/or BUSINESS PARTNERS (who sell and/or buy goods and/or provide services through the PLATFORM) shall deal with lawsuits and/or complaints with regard to the sale-purchase and/or provision of services directly amongst themselves. NEOSTAR shall not be held liable and shall have no liability with regard to such complaints and/or demands and/or liabilities. NEOSTAR and/or PLATFORM shall not act as a retailer and/or provider of advertised products and/or services and/or appraiser of the value of these services and/or goods.

When the USERS and/or BUSINESS USERS book and/or accept the reservation and/or order goods and/or services i.e. mutually conclude a contract - NEOSTAR shall not be nor shall it become a contracting party of such a relationship between the USER and/or BUSINESS PARTNERS, and it shall not be nor shall it become a participant in the contractual relationship between the USER and/or BUSINESS PARTNER. NEOSTAR does not act as an intermediary and/or proxy in any capacity for any USER and/or BUSINESS PARTNER, unless explicitly stated in these General Terms and Conditions

The PLATFORM, apart from being an online advertising place, can offer USERS the service of hiring NEOINSPECTOR who will take care of the tasks related to photographing the motor vehicle and/or transporting the motor vehicle and/or helping during the conclusion and/or signing the Motor vehicle sale-purchase contract and/or registering the right of ownership and/or motor vehicle inspection and establishing the its condition and similar. The liability of NEOINSPECTOR is excluded in cases where there is no liability of NEOSTAR and/or the PLATFORM.

The USER can use the services of the PLATFORM to ask for and/or plan sale-purchase of goods and/or contracting the vehicle servicing and/or get information about insurance and/or advertising services, whereat the USER takes note of the fact that NEOSTAR and/or the PLATFORM shall not have any liability nor obligations towards the USER with regard to any of the services and/or sale-purchase which was provided to the USER by any third side, apart from those explicitly listed in these General Terms and Conditions.

At any case of USER's actions contrary to these conditions and/or applicable regulations, NEOSTAR shall reserve indemnification right for the damage arising from such a behavior of the USER.

PRIVACY POLICY

This Privacy Policy regulates rights and obligations in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation - hereinafter: "Regulation"), Act on the General Data Protection Regulation Implementation (OG 42/18) and other laws that regulate personal data protection with regard to the registration and use of the PLATFORM.

A legal person accessing the PLATFORM shall have the obligation to participate in the creation of necessary conditions pertaining to the personal data protection, to the highest possible extent, so that NEOSTAR, NEOSTAR's affiliated companies and third persons appointed by NEOSTAR could appropriately use the data as authorized persons. If there is no permission for data processing based on law or any other legal rule, the Legal person accessing the PLATFORM is obliged to submit a declaration of consent for personal data processing to the respective persons and try to get their consent within the legally allowed framework. The Legal person accessing the PLATFORM is obliged to ensure possible forwarding of data within and outside of the EU in the declaration. The Legal person accessing the PLATFORM shall, upon NEOSTAR's invitation submit the necessary personal data processing consents at any time, should NEOSTAR ask so. NEOSTAR shall have the right to store and keep personal and business data they have received from the Legal person accessing the PLATFORM even after the cessation of the business relationships which are subject of these General Terms and Conditions.

Personal data according to the Privacy policy (hereinafter: Privacy policy) are all data concerning an identified or identifiable natural person (hereinafter for the purpose of this Privacy Policy: "Data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing of Personal Information in accordance with the Privacy policy means any operation or set of operations which is performed upon Personal data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, structuring, restriction, or otherwise making available, alignment or combination, blocking or erasure, or destruction.

Personal data shall be processed pursuant to the guidelines contained in the applicable regulations/provisions of the Regulation, Act on the General Data Protection Regulation Implementation (OG 42/18) and other legal regulations in force that regulate data protection.

By providing and entering their personal data and confirming (clicking) that they accept the General Terms and Conditions and this Privacy policy, Data subject enters into a contractual relationship with NEOSTAR, thus, the processing of personal data collected in such a way is legal because actions are being taken at the request of the Data subject in order to realize the motor vehicle purchase and additional services as ordered by the Data subject.

If the Data subject does not provide mandatory information for a certain activity for which the PLATFORM requires information, they shall not be granted access to such activity because without these data, the activity on the PLATFORM shall not be executable. Withdrawal of consent shall disable the use of PLATFORM.

Data subjects are advised to read everything stated in the Privacy Policy in order to understand more easily which personal data NEOSTAR collects and processes, for which purpose, based on which legal grounds, with whom and why they share them, what legal measures they undertake and what the rights of the Data subject are with regard to the access, rectification, erasure and complaint.

Controller:

NEOSTAR d.o.o., Zagrebačka 117, HR-10410 Velika Gorica, OIB: 24813383735,

Controller contact data:

+385 (0) 98 9802 081; e-mail: pravni.poslovi@neostar.com

Data protection officer contact data: N/A (Data protection officer has not been appointed because there is no legal obligation to do so);

Processing purpose: NEOSTAR collects and processes personal data of the Data subject for the purpose of the contractual relationship i.e. the use of the PLATFORM, or to be more precise, for the purpose of conducting a secure check of the authenticity of the Data subjects who access the PLATFORM, realization of motor vehicle purchase contract and other accompanying activities, delivery of the motor vehicle to the Data subject, communication with the Data subject, possible legal procedures regarding the realization of the contract, and we partly apply automated processing procedures in order to constantly advance our processes in the best interest of our Data subjects, to make the offers more custom-made for Data Subjects and to adapt our scope of services as much as possible to the habits and needs of Data Subjects.

For the purposes of processing, NEOSTAR and/or the PLATFORM use certain tools which, among other things, enable marketing communication with the USERS.

Every marketing e-mail that NEOSTAR and/or the PLATFORM send to the USER shall contain a note explaining how to, easily and free of charge, refuse the use of data for marketing purposes collected by NEOSTAR and/or the PLATFORM/how to withdraw the consent for further use data for marketing purposes by NEOSTAR and/or the PLATFORM.

Through a link that shall be contained in every marketing email that NEOSTAR and/or the PLATFORM send to the USER, the USER will be able to access the [link] website and by selecting "Unsubscribe me from the mailing list" the USER may refuse the use of data for marketing purposes collected by NEOSTAR and/or PLATFORM/withdraw the consent to further use data for marketing purposes by NEOSTAR and/or the PLATFORM at any time.

Selecting the option "Unsubscribe me from the mailing list" shall disable all marketing communication, but shall not affect other activities that NEOSTAR and/or the PLATFORM undertake in connection with the USER (including but not limited to, USER data processing via marketing tools, but without sending marketing e-mails to the USER). All communication exchanged with the USER shall only be disabled if the USER as data subject generally withdraws their consent to process data. However, this may result in the inability to continue using the PLATFORM, if collected data are necessary for the implementation of a certain activity of NEOSTAR and/or the PLATFORM.

In addition to having the option "Unsubscribe me from the mailing list", by accessing the website [link] the USER shall be able to opt for personalized marketing communication sent by NEOSTAR and/or the PLATFORM by choosing to receive the messages of a specific type/content only. However, by choosing the option "Unsubscribe me from the mailing list" found on the website" [link] and/or by opting for personalized marketing communication sent by NEOSTAR and/or the PLATFORM, and/or the option to choose to receive messages of a specific type/content, the USER shall be able to access only via the link contained in the e-mail sent by NEOSTAR/the PLATFORM to the USER, and not via the USER profile. This does not affect the right of the USER to generally withdraw their consent as a data subject as well as their right to unsubscribe and/or delete the profile from the PLATFORM.

Legal basis:

I. Specific regulation;

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II. Contractual relationship;

III. Explicit and unambiguous Data subject's consent;

In each of these three cases, for each specific database that the Controller sets up and/or activity that the Controller undertakes, legitimate interest of the Controller (e.g. legitimate interest can be reflected in the fact that some documents and personal data contained in them represent the proof of business activity and justification of the incurred business expense) shall be stated.

Collected data: name and surname, name of the legal person who owns the vehicle, OIB (PIN), IBAN, address, e-mail address, phone number, vehicle location, vehicle registration, VIN number, motor vehicle photographs. Special categories of personal data shall not be processed. We shall not collect data about children. If we come to understand that such data have been transferred to us without the consent of parents or guardians of underaged children (less than 18 years old), we shall immediately remove them. Minors (less than 18 years old) are not allowed to use the PLATFORM.

Apart from these data, NEOSTAR automatically collects data from the Data subjects device, which can include IP address and geo-location, and there are situations in which NEOSTAR automatically collects other types of data such as date and time of access to the PLATFORM, information about hardware, software or internet browser that Data subject uses as well as operating system and version of application and language properties.

NEOSTAR recommends to the user to take care of their password for the PLATFORM user account. We recommend you select a combination of characters that contain upper case and lower case letters and numbers and to use a password of at least six characters. We recommend that you change the password periodically (at least once a year).

Personal data recipients: The Controller does not normally forward nor give personal data to any unaffiliated third parties, and stores them safely on Controller's server or an external server, subject to their own discretion, which can provide enough guarantee in terms of the implementation of technical and organisational measures so that personal data processing meets all the requirements set out in the Regulation and that it adequately ensures the protections of Data subjects' rights.

In order to fulfill all their obligations, the Controller may forward Data subjects' personal data to affiliated companies of the Controller so that they could appropriately use the data as authorized persons. The Controller can forward Data subjects' data to third parties such as business partners, e.g. to on-line and/or offline authorization service providers. Furthermore, to the extent we need it, personal data may be forwarded to the legal persons who provide services to the Controller. These services might be: marketing help, credit card payment processing, providing services to the Data subjects (including legal, tax and financial advice) and sending messages on behalf of the Controller. The Controller shall limit personal data they deliver to the respective legal persons and they shall have access only to those data necessary for a particular purpose. Some personal data may be forwarded to the executive power of the Republic of Croatia at their request so that the Controller would meet legal or statutory obligations.

Controller's Employees as well as employees of the aforementioned legal persons (as needed), out of which some can be in the USA and in other countries outside of the European Union, but whose job description justifiably requires access to these data in order to fulfill the purpose stated in this Privacy Policy, shall have access to the personal data. In accordance with the regular practice and work procedures when providing accounting services, personal data may be subsequently selected and revised by internal and external auditors of the Controller's choice. Controller may transfer personal data within a group of connected persons i.e. may use third parties to store and process provided data in the USA or other countries that do not ensure equivalent level of personal data protection and applicability of personal data protection regulations that are in force in the Republic of Croatia, to the extent necessary for the aforementioned services of use, to meet legal requirements, to protect important public interest or process personal data. Controller shall undertake all reasonable steps in order to prevent the risk, with reasonable safeguards, from inappropriate or illicit access to personal data as well as to prevent their unauthorized use. With regard to that, in case personal data are sent to third countries, Controller shall enter into appropriate contractual relationship with the respective third parties (contracts with foreign Data subjects entail Standard Contractual Clauses in accordance with the Commission Decision C (2010) 593) obliging them to safely store obtained data and not to use them for any other purposes, other than those stated in this form. (Commission Implementing Decision (EU) 2016/1250 as of July 12, 2016 confirmed that, for the purpose of Article 25, paragraph 2 of the Directive 95/46/EC, United States of America ensure appropriate level of personal data protection for the data transferred from the Union to organization in the United States of America within the EU-US Privacy Shield).

Storage period: Personal data shall be stored within a period which is needed to fulfill legitimate and lawful purpose, unless laws and regulations in force/provisions of the Regulation set out a different period.

In case consent is given, personal data shall be processed until consent is withdrawn. In case there is a request to erase the data, they shall be immediately erased unless set out differently in the regulations in force/provisions of the Regulation.

For example, on the grounds of accounting regulations, some data need to be stored at least 11 (eleven) years.

Data subjects' rights: In accordance with the Regulation, among other things, Data subject has the right to transparency (Articles 12-14), right to access data (Article 15), right to have their data rectified (Article 16), right to have their data erased ("right to be forgotten", Article 17), right to restriction of processing (Article 18), right to ask for a notification regarding rectification or erasure of personal data or restriction of processing (Article 19), right to data portability (Article 20), right to object (Article 21), right to object automated individual decision-making (including profiling, Article 22) and generally right to withdraw consent (Article 7) to the extent processing is based solely on Data subject's consent.

Data subject's withdrawal of their consent means they shall not be able to continue using the PLATFORM, if collected data are necessary for certain activities on the PLATFORM to be conducted.

Data subject's withdrawal, if there are legal prerequisites for it, leads to anonymization of the registered PLATFORM USERS. Anonymization is the procedure of processing personal data which irreversibly prevents identification of a USER from processed data. As per definition, after correct anonymization it must not be possible to connect anonymized data with a particular person. Pursuant to the aforementioned, after data anonymization there is no way of retrieving the data in the same form as prior to anonymization.

Anonymization is possible:

- Through USER profile (valid for ORDINARY USERS, CONTRACTUAL USER and employees of CONTRACTUAL USERS). After anonymization, the application shall deregister USER.

The act of anonymization includes following activities:

- Selection of the particular USER
- Marking the USER as deleted
- Anonymization of the USER's personal data using SHA256 hash method
- o The following data are anonymized:
 - E-mail address
 - Name and surname
 - OIB (PIN)
 - IBAN
 - Address
 - Other personal data of the USER
- Creating a PDF document which records the act of the USER anonymization
- o Document is displayed in order to be printed
- o Document is permanently stored whereat the name of the file does not contain any personal data of the USER (Record on anonymization <timestamp>.PDF).

If the USER has ongoing activities on the PLATFORM (including transactions that are not finalized, published vehicles and similar), they are obliged to finish all of them independently before anonymization, within 15 (fifteen) working days at the latest, after which the process of anonymization shall be initiated. Whereas the USER is solely and exclusively responsible for any and all consequences that might arise if the ongoing activities are not finished prior to anonymization initiation. Upon anonymization, any and all rights of the USER that can cease to exist in accordance with law shall cease to exist, and the USER shall entirely waive any and all rights resulting from these General Terms and Conditions or related to them.

Data subject has the right to submit an objection to the supervisory authority - Personal Data Protection Agency.

If Data subject wishes to exercise any of their rights, they can address the Controller using the following contact data:

telephone: +385 (0) 98 9802 081;

e-mail: pravni.poslovi@neostar.com

Controller is obliged to provide information to Data subject within the deadline set out in the regulations/provisions of the Regulation in force. In case Data subject's demands are unfounded or exaggerated, Controller has the right to charge a reasonable fee or refuse to take any action pursuant to the regulations/provisions of the Regulation in force.

Personal data protection safeguards: Controller shall undertake technical and organisational safeguards, which may include for example pseudoanonymization and/or anonymization, in order to enable efficient application of data protection principles such as: decreasing the amount of data and including safeguards in the processing to fulfill Regulation requirements and protect Data subjects' rights.

NEOSTAR takes data protection seriously and undertakes different precautionary measures to keep data protected. Unfortunately, no data transmission via Internet or any other wireless measure is 100 % safe. Therefore, although NEOSTAR has reasonable safeguards to protect the data, it cannot guarantee protection of any information transmitted to and/or from the PLATFORM, and is not liable for any actions of any third parties that receive such information. NEOSTAR can decide to store personal data with service providers in the European Union (EU), and only under extraordinary circumstances outside of the EU. This shall be done only if there is a decision of the European Commission on appropriateness for this particular country and if safeguard and upholding of binding data protection regulations have been contracted.

Collected personal data are electronic and protected by SSL certificate which encrypts data thus ensuring that the communication between Data subject's computer and the PLATFORM is conducted via secure protocol.

Controller's expert and administrative staff processing personal data shall have in place all technical, human resource and organisational safeguards necessary to protect personal data from accidental loss or destruction, illicit access or amendment, illicit publication and any other misuse, and they establish obligations of the persons working on personal data processing.

By clicking the register button, Data subject accepts this Privacy Policy confirming that they read and understood it and agree with collection, processing and sharing of personal data in a way and to the extent set out in the Privacy Policy.

NEOSTAR may amend this Privacy Policy at any time by publishing the amended text of the Privacy Policy on the PLATFORM. Therefore, NEOSTAR invites Data subject to occasionally revise Privacy Policy which shall contain a remark about the amendments, if there will be any within a certain period of time.

If Data subject does not agree with this Privacy Policy, we advise Data subject to deregister and/or delete their profile from the Platform.

COOKIES POLICY

Cookies and other tracking technologies can be used on the PLATFORM in different ways e.g. To enable functioning of the PLATFORM and/or for marketing purposes.

Cookie is a small piece of data sent from a website and stored on the VISITOR's computer (textual file stored on the VISITOR's computer by the server which the VISITOR uses). Files originate when the browser on the VISITOR's device uploads visited network destination, which then sends data to the browser and creates the textual file (cookie). The browser retrieves and sends the file to the servers of the network destination (place, website) when the user returns to it. Cookies are used to enable functioning of all internet site features and better USER experience. Cookie allows PLATFORM to "remember" VISITORS' actions during their previous visits. Most browsers allow the use of cookies, but VISITOR can delete them or opt to have the storing disabled in the browser, at any time. The most frequent reasons to use cookies are: identification of VISITORS, remembering specific user preferences, help when entering information that had been entered during previous visits, collecting data for analyses and promotional campaigns. According to their functional division, cookies can be: necessary, functional and marketing.

Types of cookies

First party cookies

Cookies installed on the VISITOR's device by an organization whose web site VISITOR is visiting are known as "first party" cookies.

Third party cookies

Cookies installed on the VISITOR's device by an organization other than the one VISITOR is visiting are known as "third party" cookies. An example of "third party" cookies is cookie installed by a company specialized in web site analytics (such as Google Analytics) that provides the owner of the website with data about the number of people visiting it.

These cookies are not installed by the NEOSTAR platform and most often serve as help in interpreting the behavior of users and for marketing purposes. They are used to get statistical data about the number of visitors and the way PLATFORM's internet sites are used. Data that are collected include: VISITOR's IP address, browser data, language, operating system and other standard data that are collected and analyzed only in anonymous and mass form, unless these are VISITOR's data. PLATFORM's internet sites do not contain cookies that enable execution of a program or installing a virus on the VISITOR's computer.

Persistent cookies

Persistent cookies remain stored on the VISITOR's device after the browser had been closed. These cookies help web sites to store data to enable VISITOR their easier use. For example, web sites that require user name and password to be entered will remember VISITOR's entry and they will appear on every subsequent visit.

Session cookies

Session cookies are removed from VISITOR's device after having closed the web browser which VISITOR used to visit the web site. These cookies enable web sites to store temporary data that serve for its proper functioning.

Cookies management instructions for most used web browsers

If the VISITOR does not consent to their use, they can easily delete cookies (or prevent them) on their computer or mobile device in the settings section of the web browser in use. In the settings section of browsers such as Explorer, Safari, Firefox or Chrome, VISITOR can opt for the cookies they wish to accept and those they wish to decline.

A place where VISITOR can find settings depend on the type of their browser. Option "Help" in their web browser enables VISITOR to find the settings they need or they can find the information on www.allaboutcookies.org.

* * *

Since the purpose of cookies is to improve and enable internet sites of the PLATFORM and their processes, VISITOR should bear in mind that preventing or deleting cookies may disable functioning of these features or cause them to function and appear differently in their browser. If VISITOR selects the option not to accept certain types of cookies, they might not be able to use some functions of the PLATFORM.

APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION

These General Terms and Conditions are drafted only in the Croatian language and written in the Latin script and shall be subject to application of the Croatian law and shall be interpreted in accordance with the provisions of the Croatian law, excluding the application of United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG) and application of the provisions of the conflict of laws in accordance with the private international law.

All disputes arising from these General Terms and Conditions, including disputes pertaining to the issues of lawful creation, breach or termination of these General Terms and Conditions, as well as legal consequences arising thereof, shall be instructed to resolve the matter through conciliation in accordance with the Rules of Conciliation of the Croatian Chamber of Economy in force. In case these disputes are not resolved through conciliation within 30 (thirty) days from the day of submitting the motion to initiate conciliation procedure or within a different deadline agreed to by the parties, these disputes shall be resolved through arbitration in accordance with the Rules of Arbitration of the Permanent Arbitration Court of the Croatian Chamber of Economy (Zagreb Rules).

For disputes whose value amounts up to (including) HRK 1,000,000.00 (in writing: one million kuna), the number of arbitrators shall be one.

For disputes whose value is greater than 1,000,000.00 HRK (in writing: one million kuna), the number of arbitrators shall be three.

The applicable law shall be the law of the Republic of Croatia.

The language of the arbitration proceeding shall be Croatian.

The place of arbitration shall be Zagreb, the Republic of Croatia.

The person authorized for appointment shall be the President of the Permanent Arbitration Court of the Croatian Chamber of Economy.

PROVISIONS REFERRING TO THE USER WHEN THEY HAVE A STATUS OF CONSUMER WITH REGARD TO NEO-STAR

In case the SELLER-USER is a natural person who enters into a legal transaction or acts on the market outside the scope of their market, business, trade or professional activity, they shall - pursuant to the Consumer Protection Act - have a status of a consumer. In this case, the following provisions are applied to the relationship between the SELLER-USER and NEOSTAR:

In accordance with the provisions of Article 5, paragraph 1 of the Consumer Protection Act (the Official Gazette, no. 41/14, 110/15 and 14/19):

- a "distance contract" is a contract concluded between the trader and the consumer within an organized system of selling or providing services without the simultaneous physical presence of the trader and consumers in one place, where, by the time the contract is concluded, one or more means of remote communication are used exclusively to conclude the contract (item 27);

- "outside business premises contract" is a contract between the trader and the consumer (item 28):
 - o which was concluded while the trader and the consumer were physically present in a place that does not represent the business premises of the trader, even when the consumer made the offer;
 - o which was concluded in the trader's premises or via means of remote communication immediately after the trader approached the consumer personally and individually in a place other than their business premises, where the trader and the consumer were physically present at the same time;

- or

- o which was concluded during the trip organized by the trader with the intention or purpose of promoting or selling goods or services to the consumer.

The SELLER-USER who has the status of a consumer and no longer wishes to participate in the content of the PLATFORM may terminate their participation and close the user account by clicking on the "delete account" button, pursuant to the General Terms and Conditions. If there are any ongoing activities of the SELLER-USER, who has the status of the consumer on the PLATFORM (including for example, unfinished transactions, published vehicles and similar), they are obliged to finalize them independently prior to deleting their account. The SELLER-USER, who has the status of the consumer, is solely and exclusively responsible for any and all consequences that might arise if the ongoing activities are not finished prior to deleting their account. Upon the deletion of the account, any and all rights of the SELLER-USER, who has the status of the consumer, that can cease to exist in accordance with the law shall cease to exist, and the SELLER-USER, who has the status of the consumer, shall entirely waive any and all rights resulting from these General Terms and Conditions or related to them.

However, this does not affect the right of NEOSTAR to disable the SELLER-USER who has the status of the consumer from deleting an account until the ongoing activities of the SELLER-USER who has the status of the consumer on the PLATFORM are finished, if this is in accordance with the applicable regulations.

The SELLER-USER with consumer status shall be entitled to terminate the contractual relationship concluded with NEOSTAR outside the premises or remotely, unilaterally within 14 (fourteen) days without the need to specify the reasons for termination by terminating their participation on the PLATFORM and closing the account by clicking the delete account button, in accordance with the General Terms and Conditions.

For the purposes of these General Terms and Conditions, it shall be considered that all amounts which NEOSTAR possibly pays for and on behalf of the SELLER-USER are included in the amount of Fee (for further details, see section "Fee" - the fee is the compensation for the success of the SELLER-USER in the selling process of the Selected motor vehicle, and the right to compensation is due immediately after the "Moment of the Selected motor vehicle purchase realization").

By accepting these General Terms and Conditions, the SELLER-USER who has the status of the consumer confirms they are aware of the fact that they are not entitled to a unilateral termination of the contractual relationship with NEOSTAR if the service is fully provided.

In case of deviation from the provisions of this title and other provisions contained in these General Terms and Provisions, the provisions of this title shall take precedence in interpretation over the rights of the consumer.

If the provisions of this title are not clear and unambiguous to the SELLER-USER, we recommend that the SELLER-USER deregisters and/or deletes their profile from the PLATFORM.

PROVISIONS REFERRING TO THE BUYER-USER WHEN THEY HAVE A STATUS OF CONSUMER WITH REGARD TO THE SELLER-USER;

In case the BUYER-USER is a natural person who enters into a legal transaction or acts on the market outside the scope of their market, business, trade or professional activity, and the SELLER-USER is a trader as defined in the Consumer Protection Act, then the BUYER-USER, in accordance with the Consumer Protection Act - has the status of a consumer. In this case, additional provisions defining the business of the SELLER-USER with consumers apply to the relationship between the SELLER-USER and the BUYER-USER, all in accordance with the provisions of Article 5, paragraph 1 of the Consumer Protection Act (the Official Gazette, no. 41/14, 110/15 and 14/19).

The SELLER-USER accepts and understands that neither NEOSTAR nor the PLATFORM represent the contractual party between the SELLER-USER and the BUYER-USER and that meeting all legal requirements for the realization of the transaction between the SELL-

ER-USER and the BUYER-USER, including, but not limited to those required by the Consumer Protection Act, is the sole responsibility of the SELLER-USER.

NOTIFICATION ON THE WAYS OF SUBMITTING WRITTEN CONSUMER COMPLAINTS

As set out in the provisions of the Consumer Protection Act (the Official Gazette, no. 41/14, 110/15 and 14/19) we notify the USER that, when they are treated as consumer pursuant to the Consumer Protection Act, they can send their complaint stating their dissatisfaction with regard to the service provided through the PLATFORM operated by NEOSTAR, in writing as follows:

- At NEOSTAR's business premises located at: NEOSTAR d.o.o., Zagrebačka 117, HR-10410 Velika Gorica, OIB: 24813383735. USER shall receive a written confirmation of the complaint receipt without delay; or
- By mail to the address: NEOSTAR d.o.o., Zagrebačka 117, HR-10410 Velika Gorica, OIB: 24813383735; or
- By e-mail to NEOSTAR d.o.o., support@neostar.com;

NEOSTAR shall reply to the written consumer complaint in writing, 15 (fifteen) days from the day of receiving the complaint at the latest, by e-mail sent to the address of the USER they used to register on the PLATFORM.

Annex to the General Terms and Conditions of NEOSTAR

Terms of use of the NEOSTAR PLATFORM

(pursuant to the Regulation 2019/1150 of the European Parliament and of the Council of 20 June 2019 on promoting fairness and transparency for business users of online intermediation services)

These NEOSTAR PLATFORM's General Terms and Conditions (last update: January 19, 2021) enter into force as follows: for new USERS upon their acceptance, while for the existing USERS after expiry of the 15 (fifteen) days' notice period, counting from the day when revised General Terms and Conditions of the NEOSTAR PLATFORM are published on the PLATFORM and from the day the notice on the publication of the changed and amended General Terms and Conditions is sent to the USER, whichever comes latter.

For the purposes of these Terms of use of the NEOSTAR PLATFORM, the CONTRACTUAL USER shall mean any natural person acting in commercial or professional capacity or any legal person, who offers goods or services to consumers through the NEOSTAR PLATFORM for purposes related to their own commercial, business, trade, craft or professional activities.

Intelligibility

These Terms of use of the NEOSTAR PLATFORM, together with the General Terms and Conditions of NEOSTAR, whose integral part they form, provide all necessary information in accordance with the Regulation 2019/1150 of the European Parliament and of the Council of 20 June 2019 on promoting fairness and transparency for the business users of online mediation services (hereinafter: Regulation 2019/1150) to the CONTRACTUAL USER in a simple and intelligible language.

Availability

These Terms of use of the NEOSTAR PLATFORM are available to the CONTRACTUAL USER at all times on the cloud on the following link: <https://www.neostar.com/hr/terms-and-conditions?tab=10> and have been made available to the CONTRACTUAL USER on the aforementioned link even before the provision of services on the NEOSTAR PLATFORM. By accessing this link, one will also have access to any previously existing versions of these Terms of use of the NEOSTAR PLATFORM as well as General Terms and Conditions of NEOSTAR whose integral part they form, over a time period („storability“) and in a way that enables their unchanged reproduction in accordance with the provisions of the Regulation 2019/1150, in order to ensure that the respective mean has the characteristics of a durable medium.

Prior to the registration on the NEOSTAR PLATFORM, the CONTRACTUAL USER has been informed of the content of these Terms of use of the NEOSTAR PLATFORM, as well as the content of the General Terms and Conditions of NEOSTAR whose integral part they form.

The grounds for the decision to suspend the provision of NEOSTAR services, in part or in whole, shall be:

- Failure to comply with the Contract on business cooperation;
- The publication of the services/products of the CONTRACTUAL USER in other means of advertising at a price different from the one that the CONTRACTUAL USER has advertised on the NEOSTAR PLATFORM or through the NEOSTAR PLATFORM

The grounds for the decision to terminate the provision of NEOSTAR services, partly or entirely, shall be:

OIB: 24813383735, MBS: 081307940
Zagrebačka 117, Velika Gorica Trgovački sud Zagreb

Temeljni kapital: 100 000 Kn uplaćen u cijelosti. Predsjednik uprave:
Dimitrije Trbović. Članovi uprave: Dubravko Skender, Ivan Zubak

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IBAN: HR282340009111073227 SWIFT CODE: PBZGHR2X

- Breach of the General Terms and Conditions of NEOSTAR;
- According to the reasonable opinion of NEOSTAR, any action and/or omission of the action and/or modification of the scope of the service or product of the CONTRACTUAL USER which may affect the successful functioning of the NEOSTAR PLATFORM and/or its reputation;
- NEOSTAR PLATFORM CUSTOMERS' dissatisfaction with the CONTRACTUAL USER in the form of low ratings of the CONTRACTUAL USER on the NEOSTAR PLATFORM (regardless of whether low ratings refer to the failure to fulfill the obligations that the CONTRACTUAL USER has or has had towards the CUSTOMERS of the NEOSTAR PLATFORM arising from their direct business relationships or something else).

Any other restriction

NEOSTAR is not responsible for possible termination of operations of any part of the Internet or for the possible regulation of the Internet in a way that may restrict or prohibit the provision/use of the NEOSTAR PLATFORM or the functioning of its online functions.

Other restrictions on the provision of services/use of the NEOSTAR PLATFORM may be regulated bilaterally through mandatory contracts which will be concluded separately between NEOSTAR and each individual CONTRACTUAL USER, and which shall, respectively, define additional obligations in greater detail which may represent the content of the relationship between NEOSTAR and each CONTRACTUAL USER.

Additional distribution channels and potential affiliate programmes

NEOSTAR does not provide any additional distribution channels or potential affiliate programmes through which NEOSTAR could market goods and services offered by the CONTRACTUAL USERS. However, as soon as these Terms of use of the NEOSTAR PLATFORM enter into force NEOSTAR is considered affiliate of the company ZUBAK GROUP, limited liability company for repair, maintenance and trade of cars and services, Velika Gorica (City Velika Gorica), Zagrebačka 117, PIN (OIB): 39135989747 which can market goods and services offered by the CONTRACTUAL USERS.

Changes and amendments to these terms of use of the NEOSTAR PLATFORM

NEOSTAR reserves the right to amend these Terms of use of the NEOSTAR PLATFORM at any moment pursuant to this provision. If NEOSTAR amends these Terms of use of the NEOSTAR PLATFORM, NEOSTAR shall publish the revised Terms of use of the NEOSTAR PLATFORM on the PLATFORM and update the date stated under "Last update" at the top of these Terms of use of the NEOSTAR PLATFORM which shall be available on the cloud via the following link: <https://www.neostar.com/hr/terms-and-conditions?tab=10>. Further access or use of the PLATFORM by the CONTRACTUAL USER shall represent acceptance of the revised Terms of use of the NEOSTAR PLATFORM.

At the same time, NEOSTAR shall notify the CONTRACTUAL USER of any proposed changes and/or amendments to these Terms of use of the NEOSTAR PLATFORM by sending a separate e-mail to the e-mail address of the CONTRACTUAL USER registered on the PLATFORM. The aforementioned e-mail shall contain a notification about the intended changes and amendments and a link to access the text of the Terms of use of the NEOSTAR PLATFORM.

The proposed changes and amendments shall not be implemented prior to the end of the 15-days (fifteen days) notification period, counting from the publishing date of the revised Terms of use of the NEOSTAR PLATFORM on the PLATFORM and from the day of sending published text containing changes and amendments of the Terms of use of the NEOSTAR PLATFORM to the CONTRACTUAL USER, whichever occurs later.

By accessing this link, one will also have access to any previously existing versions of these Terms of use of the NEOSTAR PLATFORM as well as General Terms and Conditions of NEOSTAR whose integral part they form, over a time period („storability“) and in a way that enables their unchanged reproduction in accordance with the provisions of the Regulation 2019/1150, in order to ensure that the respective mean has the characteristics of a durable medium.

The CONTRACTUAL USER shall have the right to terminate the business relationship with NEOSTAR before the notice period expires. Such termination shall enter into force on upon the expiry of the notice period.

The CONTRACTUAL USER may waive the notice period from paragraph 3 of this part, by means of a written statement or a clear confirmatory action, at any time after having received the notification pursuant to paragraph 2 of this part.

Within the notice period, placing new goods or services through the NEOSTAR PLATFORM shall be considered clear confirmatory action by which the contracting user waives the notice period.

The notice period referred to in paragraph 3 of this part shall not apply in the following cases:

- If NEOSTAR is a subject to a legal or regulatory obligation under which it is obliged to change and/or amend the Terms of use of the NEOSTAR PLATFORM in a manner that does not allow for it to comply with the notice deadline referred to in paragraph 3 of this Article;
- If NEOSTAR must change and/or amend the Terms of use of the NEOSTAR PLATFORM significantly in order to address unforeseen and

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immediate risks associated with the defense of the NEOSTAR PLATFORM services, consumers or CONTRACTUAL USERS from fraud, malware, spam, data breaches or other cyber-security risks.

Clearly visible identity

NEOSTAR ensures that the identity of the CONTRACTUAL USER providing goods or services on the NEOSTAR PLATFORM is clearly visible.

Restriction, suspension and termination

In the event of a restriction or suspension of the provision of the NEOSTAR PLATFORM services to the CONTRACTUAL USER carried out by NEOSTAR, before or at the time restriction or suspension enters into force, NEOSTAR shall provide the CONTRACTUAL USER with a statement of reasons for that decision.

If NEOSTAR decides to terminate the provision of the NEOSTAR PLATFORM services completely to a specific CONTRACTUAL USER, to this CONTRACTUAL USER at least 30 (thirty days) days before termination enters into force, on the cloud by means of the following link: [link], while at the same time sending an e-mail to the CONTRACTUAL USER's registered address, provides a statement listing the reasons for that decision, allowing the CONTRACTUAL USER access to the material in question that was sent to them personally within the time period ("storability") and in a way that allows for its unaltered reproduction ("reproduction") in accordance with the provisions of the Regulation 2019/1150.

The notice period referred to in the preceding paragraph shall not apply if NEOSTAR:

- Is a subject to a legal or regulatory obligation which requires it to terminate the provision of the whole of its NEOSTAR PLATFORM services to a given CONTRACTUAL USER in a manner which does not allow it to respect that notice period;
- Exercises its right of termination under an imperative reason pursuant to under national law which is in compliance with Union law;
- can demonstrate that the CONTRACTUAL USER concerned has repeatedly infringed the Terms of use of the NEOSTAR PLATFORM, resulting in the termination of the provision of the whole of the NEOSTAR PLATFORM services.

In cases where the notice period in paragraph 2 does not apply, NEOSTAR shall provide the CONTRACTUAL USER in question, without undue delay, with a statement of reasons for that decision on the cloud via the link: [link], while sending an e-mail to the CONTRACTUAL USER's registered address, provides a statement listing the reasons for that decision, allowing the CONTRACTUAL USER access to the material in question that was sent to them personally within the time period ("storability") and in a way that allows for its unaltered reproduction ("reproduction") in accordance with the provisions of the Regulation 2019/1150.

In the case of restriction, suspension or termination, NEOSTAR shall give the CONTRACTUAL USER the opportunity to clarify the facts and circumstances in the framework of the internal complaint-handling process referred to in the section below of these Terms of use of the NEOSTAR PLATFORM.

Ranking

NEOSTAR ranks the ads on the NEOSTAR PLATFORM according to the following parameters:

- Time when the ads were published so that the ad published later appears above the one published earlier;

Restriction of the offer of different conditions through other channels

Publishing of services/products of the CONTRACTUAL USER in other means of advertising at a price different from the one that the CONTRACTUAL USER has advertised on the NEOSTAR PLATFORM or through the NEOSTAR PLATFORM is considered a reason to suspend the provision of NEOSTAR services.

This restriction does not restrict the CONTRACTUAL USER's ability to offer services/products under more favorable conditions through other channels, as the uniqueness of the service/ product offer on the NEOSTAR PLATFORM aims to ensure visibility and transparency, and to provide users of the NEOSTAR PLATFORM with a "one-stop-shop" solution, contributing to the improvement of the provision of the respective goods and/or services, the promotion of technological and/or economic development, thus providing proportionate benefits to the users of the NEOSTAR PLATFORM services. Therefore, the aim is to achieve the uniqueness of prices, but without imposing it, in line with the market conditions and free competition.

In no way shall NEOSTAR position one CONTRACTUAL USER in a more favorable position on the NEOSTAR PLATFORM in relation to another CONTRACTUAL USER.

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Zagrebačka 117, Velika Gorica Trgovački sud Zagreb

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Specific contractual terms and conditions

a) Conditions under which the CONTRACTUAL USERS may terminate the contractual relationship with NEOSTAR with regard to the provision of services through the NEOSTAR PLATFORM:

The Contract on business cooperation shall cease on the last day of the calendar month following the calendar month in which the Agreement entered into force. CONTRACTUAL USERS may notify NEOSTAR of the termination of the Contract on business cooperation by means of a prior written notice of termination sent at least 72 (seventy-two) hours before the date of expiry of the Agreement on business cooperation.

Pursuant to the terms of the Contract on business cooperation:

- Unilaterally, by the CONTRACTUAL USER, with a prior written notification referring to the termination notice period amounting to at least 24 (twenty-four) hours, in the event of:

- Breach of the Contract on business cooperation caused by NEOSTAR;

- Failure to meet the conditions set out in Annex 1 to the Contract on business cooperation;

- Failure to meet the conditions set out in Annex 2 to the Contract on business cooperation.

b) A description of the technical and contractual access, or the absence of such access, information provided or generated by a business user, which they retain after the end of the contract between the provider of online intermediation services and the business user:

After the termination of the business relationship, which is the subject of the Contract on business cooperation, NEOSTAR shall return personal and business information obtained from the CONTRACTUAL USER to the CONTRACTUAL USER on a "durable medium" or "durable data carrier" (e.g. hard disk, memory stick, etc.).

NEOSTAR has the right to store and keep copies of the personal and business information received from the CONTRACTUAL USER even after the termination of the business relationship which is the subject of this Agreement, however, only in accordance with the legal authorities and rights derived from the Contract on business cooperation and the General Terms and Conditions of NEOSTAR.

Access to Data

Description of the technical and contractual access, or absence thereof, of business users to any personal data or other data, or both, which business users or consumers provide for the use of the online intermediation services concerned or which are generated through the provision of those services.

With regard to access to personal data by NEOSTAR, and in terms of personal data provided by the CONTRACTUAL USERS or consumers in order to use the NEOSTAR PLATFORM or created during the provision of the NEOSTAR PLATFORM services, as well as sharing thereof, NEOSTAR refers the CONTRACTUAL USER to the General Terms and Conditions of NEOSTAR, first and foremost the chapters: Terms of use "Privacy policy" and Terms of use "Intellectual property" contained in the General Terms and Conditions of NEOSTAR.

With regard to access to personal data by NEOSTAR, and in terms of personal data provided by the CONTRACTUAL USERS pertaining to their use of the NEOSTAR PLATFORM or to those created during the provision of the NEOSTAR PLATFORM services to that CONTRACTUAL USER and consumers of their goods and services, as well as accessing thereof, NEOSTAR refers the CONTRACTUAL USER to the provisions of the General Terms and Conditions of NEOSTAR, first and foremost the chapters: Terms of use "Privacy policy" and Terms of use "Intellectual property" contained in the General Terms and Conditions of NEOSTAR.

Internal complaint-handling system

In accordance with Regulation 2019/1150, NEOSTAR establishes an internal complaint-handling system of CONTRACTUAL USERS pursuant to the conditions stated below.

The CONTRACTUAL USER shall have the right to submit a direct complaint to NEOSTAR regarding the following issues:

- alleged non-compliance of NEOSTAR with any obligation laid down in the Regulation 2019/1150 which affects the CONTRACTUAL USER lodging the complaint (hereinafter: THE COMPLAINANT);
- technological issues which relate directly to the provision of NEOSTAR services, and which affect the COMPLAINANT;
- measures taken by NEOSTAR, or behavior of NEOSTAR, which relate directly to the provision of the NEOSTAR PLATFORM services, and which affect the COMPLAINANT.

THE COMPLAINANT may lodge a complaint for the reasons mentioned above in writing and by mail to: NEOSTAR d.o.o., Zagrebačka 117,

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Zagrebačka 117, Velika Gorica Trgovački sud Zagreb

Temeljni kapital: 100 000 Kn uplaćen u cijelosti. Predsjednik uprave:
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IBAN: HR282340009111073227 SWIFT CODE: PBZGHR2X

HR-10410 Velika Gorica or by e-mail: support@neostar.com.

The final decision on the complaints lodged shall be made by an authority consisting of 3 (three) members, of which at least 1 (one) member shall be from the NEOSTAR legal affairs department and 1 (one) member from the NEOSTAR PLATFORM technical support department.

NEOSTAR shall examine the complaint within 15 (fifteen) days from the date of the complaint submission, and take all case-appropriate and necessary measures in order to resolve the complaint.

NEOSTAR shall take into consideration all duly submitted complaints and further measures that might need to be taken in order to appropriately address the concerns arising from the complaint. If the complaints of the COMPLAINANT are unfounded or excessive, NEOSTAR has the right to refuse to act upon such complaint.

NEOSTAR shall try to resolve the complaints submitted by the COMPLAINANT within a reasonable time frame and based on the principles of transparency and equal treatment applied to equivalent situations, and treating complaints in a manner which is proportionate to their importance and complexity.

NEOSTAR shall inform the COMPLAINANT in writing, using plain and intelligible language, of the outcome of the internal complaint-handling procedure upon resolving the COMPLAINANT's complaint, by sending an e-mail or by sending mail to the address of the COMPLAINANT stated in the complaint itself.

NEOSTAR shall handle complaints submitted by the CONTRACTUAL USERS free of charge.

NEOSTAR shall publish and/or update information containing the total number of complaints lodged, the main types of complaints, the average time period needed to process the complaints and aggregated information regarding the outcome of the complaints at least annually.

In the event of dissatisfaction with the outcome of the complaint, the COMPLAINANT is referred to the mediation procedure, in line with the mediation rules set out in the section "Mediation".

Mediation

NEOSTAR, in order to attempt to reach an agreement with the CONTRACTUAL USER on the out-of-court settlement in any disputes between NEOSTAR and the CONTRACTUAL USER arising in relation to the provision of the NEOSTAR PLATFORM services, including complaints that could not be resolved by means of the internal complaint-handling system, hereby designates two or more mediators NEOSTAR is willing to cooperate with:

1. Babić dr. sc. Davor, Professor, Faculty of Law, University of Zagreb, Ćirilometodska 4, Zagreb;
2. Nagy Tomislav, Attorney Office Nagy, Preradovićeveva 10, Zagreb
3. Petrović dr. sc. Siniša, Professor, Faculty of Law, University of Zagreb, Trg Republike Hrvatske 14, Zagreb;

Above listed mediators comply with all the requirements set out in Article 12, paragraph 2 of the Regulation 2019/1150 (data in accordance with the list of arbitrators in the procedures with and without international character before the Permanent Arbitration Court at the Croatian Chamber of Economy, which is confirmed at the Assembly of the Croatian Chamber of Economy, 3rd session held on December 11, 2019).

The mediation proceeding is voluntary and NEOSTAR and the CONTRACTUAL USER are obliged to approach all mediation attempts in good faith.

Any attempt to reach an agreement through mediation in order to resolve the dispute pursuant to this Article shall not affect the rights of NEOSTAR and the respective CONTRACTUAL USER to initiate court proceedings at any time before, during or after the mediation procedure.

The mediation process begins upon accepting the proposal for the start of the mediation procedure. The other party must respond to the proposal for mediation within 15 (fifteen) days from the day it received the proposal for mediation.

If the other party does not respond to the proposal for mediation within the period referred to in the preceding paragraph of this Article, the proposal for mediation shall be deemed to have been rejected.

The parties shall appoint mediators by randomly selecting one mediator from the list of mediators with whom NEOSTAR is willing to cooperate.

The mediation shall be carried out in a way that the CONTRACTUAL USER first states its arguments, to which NEOSTAR then responds.

OIB: 24813383735, MBS: 081307940
Zagrebačka 117, Velika Gorica Trgovački sud Zagreb

Temeljni kapital: 100 000 Kn uplaćen u cijelosti. Predsjednik uprave:
Dimitrije Trbović. Članovi uprave: Dubravko Skender, Ivan Zubak

Privredna Banka Zagreb d.d.
IBAN: HR282340009111073227 SWIFT CODE: PBZGHR2X

NEOSTAR then states its arguments and the CONTRACTUAL USER responds to them. Upon the completion of the presentation of arguments, both parties need to hear out the mediator who states the content of the settlement in accordance with the arguments and counter-arguments presented by all the participants in the mediation procedure.

During the mediation procedure, the mediator can meet each of the parties separately, and may convey information and data they received from one party to another party only if the party giving this information and data consents.

Mediation is completed:

- if one party has sent a written statement to the other parties and to the mediator informing them of their withdrawal from the mediation procedure, unless there are two or more parties willing to continue mediation after the withdrawal of one party;
- if the parties have sent a written statement on completion of the procedure to the mediator,
- by the decision of the mediator to suspend the mediation procedure, usually adopted after the parties were given an opportunity to give their opinion about the matter, and because further efforts to achieve a peaceful dispute settlement are no longer purposeful,
- if the settlement is not reached within 60 (sixty) days from the start of mediation,
- By reaching a settlement.

The settlement concluded in the mediation procedure is binding for the parties that concluded it.

If the parties have taken on certain obligations set out in the settlement, they shall be obliged to execute them in timely manner, and such settlement shall be considered enforcement document.

All participants in the mediation process, including the mediator, are obliged to keep all information and data that they learn about during the mediation process confidential.

In court, arbitration or other proceedings, it shall not be allowed to make statements, to propose evidence or to submit other evidence in any form, if such evidence relates to:

- the fact that one of the parties proposed or accepted mediation,
- Statements on facts or proposals that the parties in the proceeding gave,
- the recognition of the application or the facts made during the proceeding, if such observations are not an integral part of the settlement,
- documents prepared exclusively for the mediation purposes, unless it is required by law that their presentation is necessary for the implementation or enforcement of the concluded settlement,
- Willingness of the parties to accept the proposals during the proceeding
- And other proposals suggested during the proceeding.

Exceptionally, the information and data referred to in the previous paragraph of this article shall only be disclosed or used in proceedings before arbitration, court or other government authority for the purposes of evidence only:

- If necessary to protect public order and only under conditions and to the extent required by law, or
- if necessary for the implementation or enforcement of the settlement.

The mediator and the persons participating in the mediation proceeding in any capacity cannot be forced to testify in arbitration, court or any other proceedings regarding the data and information arising from or connected to the mediation procedure.

Anyone who does so in violation of the provisions of this Article shall be liable for the damage caused by their actions.

Initiating the mediation proceeding will cease the statute of limitations.

If the mediation proceeding is completed without the conclusion of settlement, it shall be considered that there has been no termination, unless the parties file a complaint or take another action before the court or other competent authority, within 15 (fifteen) days of the completion of the mediation. In this case, it shall be considered that the statute of limitations has been suspended at the moment of the mediation procedure start.

NEOSTAR shall bear a reasonable portion of the total mediation costs in each particular case. The reasonable portion of these total costs shall be determined based on the proposal of the mediators, taking into account all relevant elements of a specific case, in particular the relative merits of the claims of the parties in the dispute, the conduct of the parties and the size and financial power of the parties in relation to each other.