General Terms and Conditions

Development of websites and online shops, hosting, domains and maintenance

English translation of the Croatian original (Opći uvjeti poslovanja), version 2.0 of 11 October 2026. The Croatian text is authoritative unless expressly agreed otherwise in an individual agreement (clause 16.2).

1. Scope

1.1. These General Terms and Conditions (hereinafter: the Terms) govern the provision of services by the company HRWC d.o.o. za računalno programiranje, Mljetska 98, 31000 Osijek, OIB (Croatian personal identification number) 85177259948, MB (registration number) 06326803 (hereinafter: HRWC), to the customer named in the individual quote (hereinafter: the Client). Contact for contractual matters, cancellation and complaints: info@hrwc.hr.

1.2. Under these Terms, services are contracted exclusively with legal persons and with natural persons carrying on a registered activity, for the purposes of their business or professional activity. The person accepting the quote confirms that they are authorised to represent the Client. These Terms are not intended for contracts with consumers and do not exclude the rights to which consumers would be entitled under mandatory regulations.

1.3. The subject matter of the services may be the development or redesign of a website or online shop, hosting, domain registration and management, maintenance, SEO and other expressly agreed services. The scope, price and deadlines are determined by the quote. Individually agreed provisions take precedence over these Terms; for the processing of personal data, the data processing agreement takes precedence.

2. Quote and conclusion of the contract

2.1. Before payment, HRWC provides the Client with the quote, these Terms and the Privacy Policy in a form that can be read and stored. The quote states the approved version of the website, the scope and price of development, the selected mandatory maintenance package, the base for and amount of its fee, the free period, the first due date and the renewal rules, and the terms for the domain and hosting. The Client must be given the opportunity to read the documents before making payment.

2.2. Unless expressly agreed otherwise, by paying the full development price under the quote so provided, the Client accepts the quote and these Terms and contracts the mandatory maintenance package stated in the quote, with the associated fees, duration and renewal. No separate signature of these Terms is required for such acceptance. Payment is not deemed acceptance of terms that were not available to the Client before it was made. A mere enquiry, review of a proposal or approval of the design without payment does not create an obligation to purchase; silence is not acceptance.

2.3. HRWC confirms by e-mail the receipt of payment, the agreed scope and the schedule of the service, and provides the applicable version of these Terms. Sending these Terms afterwards does not replace providing them in advance. Arrangements and amendments are confirmed by e-mail; an oral agreement that changes the price, scope or duration is valid after such confirmation.

From proposal to publication

Free review. Clear approval. Payment after completion.

3. Free proposal and development

3.1. After interest has been confirmed and the necessary information has been received, HRWC prepares a free initial proposal for the website (preview), as a rule within 24 to 48 hours. For more complex projects or incomplete materials, the deadline is agreed separately. The deadline for the initial proposal is not the deadline for completion of the entire project.

3.2. The Client provides accurate information, texts, images, access and other agreed materials in good time and gives consolidated feedback. Deadlines are extended proportionately in the event of late delivery of materials, new requirements or other circumstances beyond HRWC's reasonable control, of which HRWC informs the Client.

3.3. Before payment, the Client may request revisions within the agreed scope. The number of revision rounds is not limited in advance. New functionality, a substantially different design, additional pages, languages or integrations may require a new quote. Additional work is not charged without prior express agreement.

3.4. The Client has no obligation to purchase the proposal. HRWC may remove an unpaid preview after 14 days from its delivery if continued review or revisions have not been agreed. The removal of a preview does not give rise to any debt for development. Without agreement, the Client may not publish, download or commercially use HRWC's unpaid work; the rights to the Client's own materials provided remain with the Client.

3.5. Before payment, the Client reviews and expressly approves the final presentation, content and agreed functionality. HRWC publishes the website after full payment and receipt of the necessary access, on the date set out in the quote or in a subsequent written confirmation. It confirms the publication and the website address by e-mail. Approval does not mean a waiver of rights in respect of hidden or other defects.

4. Price and payment

4.1. The development price is determined by the individual quote. Included hosting, domain and maintenance apply to the extent and for the period specified in the quote and these Terms. The inclusion of a domain and hosting does not mean that they are provided free of charge without limit.

4.2. In accordance with the tax status stated in the quote, HRWC does not charge VAT (PDV) for as long as it is not liable for VAT. If that status changes, VAT is charged where regulations so require. The quote clearly states whether the amounts are final or whether VAT is added to them; a change is not applied retroactively contrary to the law or to a final price already agreed.

4.3. The development price is payable in full after approval of the final presentation, by bank transfer, within 7 days of the issue of the payment document. Payment details: IBAN HR1024070001100810290, OTP banka d.d. If payment is not made, clause 3.4 applies, and not the rules on debts for an active service.

4.4. For a service that has been duly performed and approved, no refund is provided merely because the Client subsequently changes its mind. This does not limit the rights to the remedying of defects, price reduction, termination, refund or compensation for damage where the contractual or statutory conditions for them are met.

Maintenance and duration

Price, scope of changes and end of the service

5. Maintenance packages

5.1. The purchase of a website under these Terms mandatorily includes contracting one maintenance package: monthly, quarterly or annual. By paying for development, the Client accepts only the package that was previously agreed and clearly stated in the quote, and not all three packages. Without a selected package, HRWC does not contract this development service. The base is the agreed development price excluding VAT, after discounts and excluding separately itemised third-party costs. The percentage, the base and the final amount in euros are stated before payment; additions do not change the base without agreement.

Package	Fee after the free period	Included per period
Monthly	5 % of the development price per month	One change and an SEO check per month
Quarterly	10 % of the development price per quarter	One change and an SEO check per quarter
Annual	20 % of the development price per year	One change per year; SEO during development and after the first year

5.2. One change means one consolidated request that may include, in total, up to 10 new products, 10 images, 10 lines of supplied text and one simple new section within the existing design. All of these limits apply together; there is not a separate change for each type of content. A line of text is counted according to the original supplied by the Client, not according to how it wraps on screen. More extensive text is agreed in advance.

5.3. New integrations, functionality, separate pages, redesign and more complex software solutions are not included in one change. Unused changes do not carry over to the next period. The deadline for carrying out a request is agreed after its scope has been checked.

5.4. The first period of the selected package is free: one month, three months or one year respectively. It begins on the publication of the website, unless a different date is expressly agreed in the quote. The first paid renewal falls due on the expiry of the free period; each subsequent period is charged in advance. HRWC delivers the invoice in good time, as a rule at least 7 days before the due date.

5.5. The selected package is an integral part of the contracted service and continues for successive periods until validly cancelled. There is no additional minimum multi-year term. The mandatory initial contracting of maintenance does not exclude the right of cancellation under Article 6, nor does it create an obligation to pay after a valid ending. The amount and the first billing date must be stated in the quote.

5.6. SEO checks and optimisation cover the agreed technical and content-related tasks. HRWC does not guarantee any particular ranking, indexing within a particular time, or number of visits, enquiries or sales. Changes to algorithms and the decisions of search engines are not under HRWC's control.

Duration and cancellation of the service

Maintenance renewal, price changes and handover of the website

6. Cancellation and price changes

6.1. The Client may cancel maintenance by e-mail with 30 days' notice, taking effect at the end of the current period. If fewer than 30 days remain until the end of that period, the service continues only until the notice period expires, with those additional days charged pro rata, without mandatory renewal for the whole of the next period. During the first free period, the Client may cancel up to its expiry without being charged for the next period.

6.2. In the event of ordinary cancellation, the current period already paid for remains available and is not refunded merely because the Client no longer wishes to use it. This does not exclude a refund on account of non-performance, defects or another statutory reason. When maintenance ends, the included hosting and future domain renewal end; the rights to the paid-for website remain with the Client. HRWC cooperates in the handover in accordance with Article 9.

6.3. A change in the price of a package is proposed at least 30 days in advance, applies only to a future period and requires acceptance in accordance with Article 15. The Client may reject the change and cancel before it applies without any additional fee. A period already paid for does not become more expensive retroactively.

6.4. Either party may terminate the contract for a material breach by the other party after a written warning and a reasonable period for remedy, except where the law permits termination without an additional period. Termination and the settlement of the unused fee are carried out in accordance with the applicable regulations.

Domain and hosting

Terms of the technical service and continuity of operation

7. Domain

7.1. As a rule, the price includes one available standard .com domain for the period stated in the quote. HRWC procures premium domains, other extensions and additional domains only at a price accepted in advance. The Client may use its own domain. The availability of a name is confirmed only after successful registration.

7.2. If HRWC registers a domain for the Client, HRWC is the registered holder until the agreed transfer to the Client, provided that the rules of the registry and the registrar permit such a model. During the active service, the Client has a contractual right to use the domain for its website. This model and the possibility of taking over the domain are stated in the quote before acceptance. The Client's own domain that the Client entrusts to HRWC for management remains registered to the Client.

7.3. For .hr domains, the rules of CARNET (the Croatian Academic and Research Network, the .hr registry) and of the registrar apply. A free .hr domain for the Client's identity is registered to the Client, provided that the Client meets the prescribed conditions. HRWC may act as the authorised administrative or technical contact. The requirements of the registry take precedence over any different commercial arrangement.

7.4. The Client provides accurate registration details and completes the required identity verification in good time. HRWC renews the domain while renewal is included in the active service and the Client settles its obligations as they fall due. HRWC informs the Client of the need to renew the domain independently after the service ends and of the known expiry date. The ending of maintenance does not cause the automatic deletion of a domain already registered before the registration expires.

7.5. The Client may request that a domain registered to HRWC be transferred to the Client for a one-off administrative fee of 49 EUR, plus applicable VAT only if it is chargeable under the quote and the regulations. The fee does not apply to the handover of code or to returning the management of a domain that is already registered in the Client's name. Any cost of a new registrar or of renewal is stated separately in advance. HRWC provides the necessary consents and authorisation details in good time; the duration of the process also depends on the registrar, the registry and any transfer locks.

8. Hosting and backups

8.1. Hosting is provided through the Vercel platform, unless the quote expressly provides for other hosting or for hosting on the Client's account. Vercel uses distributed infrastructure; it is not guaranteed that all data is located exclusively in Croatia. The applicable processing regions, additional services and international transfers are governed by the technical specification and, where necessary, by the data processing agreement.

8.2. Backups are provided to the extent expressly stated in the accepted quote or technical specification, which sets out the systems, frequency, location and retention period, and the method of restoration. Daily backups are not automatically included merely because Vercel Pro is used or a deployment history exists. If regular backups have not been specifically agreed, HRWC does not present them as an included service; the obligations of appropriate security under the law remain.

8.3. HRWC takes reasonable technical and organisational measures for security and availability and resolves problems within its remit within a reasonable time. Absolute continuity and security are not guaranteed. A specific level of availability or response time applies only if expressly agreed. A failure of an infrastructure provider does not in itself exclude HRWC's liability for its own failings.

8.4. HRWC informs the Client in good time of known significant outages and planned work that may affect operation. In an urgent security situation, it may immediately restrict the functionality at risk, only as far as necessary, and inform the Client without undue delay. Higher resource consumption and new paid services are agreed in advance; there are no automatic additional charges without acceptance.

Rights to the website and content

Use, takeover and the obligations of both parties

9. Rights of use and handover

9.1. Upon full payment for development, the Client acquires a perpetual, territorially unlimited right to use and publicly display the delivered website for its business, to reproduce it for operation and backups, to modify it itself or through another contractor, and to transfer it to other hosting. These rights do not end upon cancellation of maintenance. Third-party components are subject to their own licences.

9.2. At the Client's request, during or after the cooperation, HRWC hands over the source code of the delivered website, the Client's content and the available data in a customary usable format, with the instructions needed to run it. The standard handover of a paid-for website is not charged additionally. The handover is arranged without undue delay, on an agreed date and through a secure channel.

9.3. HRWC retains the rights to its previously developed generators, internal tools, methods and general templates. If part of them is incorporated into the delivered website, the Client receives, for that part, the right of use needed to exercise the rights under clause 9.1. Internal development tools that are not part of the delivered website are not handed over. Dependencies on non-transferable platforms or licences are stated before the quote is accepted.

9.4. HRWC provides a standard handover and cooperation in the transfer. Adaptation for substantially different infrastructure or additional development is agreed separately before being charged. Passwords, accounts and data of other clients are not part of the handover. The transfer of particular external services depends on their rules.

9.5. Images, fonts, software libraries and other third-party materials are used in accordance with the applicable licences. On handover, HRWC gives the Client the relevant information on restrictions and mandatory attributions. The Client does not acquire exclusive copyright in stock materials or general components.

9.6. The credit "Izradio HRWC" ("Made by HRWC"), publication of the project in a portfolio and use of the Client's logo or statement in promotion are permitted only with the Client's separate consent for the specific purpose. Purchasing the service does not constitute such consent; refusal does not affect the contracted service.

10. Client content and cooperation

10.1. The Client warrants that it is entitled to use and provide the materials for publication and that the information about its business, services, products, prices and authorisations is accurate. It grants HRWC the right to use them only to the extent necessary to perform the contract. For its own materials, HRWC is liable in accordance with the rules on third-party rights and the contracted service.

10.2. The Client is responsible for the lawfulness of its own activity and of the content of its online shop, including information for customers, terms of sale, taxes and order fulfilment. Building the website does not in itself constitute legal or tax advice. HRWC implements expressly agreed technical settings and draws attention to obvious problems it notices.

10.3. The parties safeguard access credentials and confidential business information and disclose them only to authorised persons where necessary for the service or required by law. The Client reports any suspected unauthorised access immediately. Impermissible content or a security threat may be temporarily restricted, with reasons given and in proportion to the risk.

Defects and liability

Reporting procedure, data protection and proportionate resolution of problems

11. Reporting and remedying defects

11.1. The Client reports any defect it notices without delay to info@hrwc.hr, stating the website address, a description and, if possible, the steps to reproduce it. The statutory time limits for notifying defects and exercising rights remain applicable. HRWC checks the report and, within a reasonable time, communicates a plan and an estimated date of resolution, depending on severity.

11.2. HRWC remedies defects for which it is responsible without additional charge. Such a correction does not use up the content change included in maintenance. New requests or the consequences of unauthorised changes by third parties may be a separate service, subject to prior agreement. If the correction is not made or is not possible, the Client retains the corresponding statutory rights.

12. Late payment for an active service

12.1. This Article applies to fees that have fallen due for services already contracted, and not to an unpaid free preview. After more than 14 days of delay, HRWC sends a written reminder stating the amount, the basis of the debt and the deadline for payment.

12.2. After 30 days of delay, HRWC may temporarily suspend hosting and maintenance if the Client has been warned of the suspension in advance and has been given a reasonable additional period for payment. Suspension does not in itself transfer the rights to the paid-for website to HRWC, nor does it mean immediate deletion of data.

12.3. After 90 days of delay, HRWC may terminate the continuing service and remove the operational copy of the website. Before deletion, it sends a final notice at least 15 days in advance and enables the handover of the paid-for website and the return of personal data in accordance with the data processing agreement. Personal data and backups are deleted in accordance with the agreed periods and legal obligations, and not as a means of collecting payment.

12.4. Once the overdue debt has been settled, HRWC reactivates the preserved service without undue delay. If the service has already validly ended and the copy has been deleted, any new set-up is agreed separately. HRWC may charge statutory default interest at the applicable rate on late payments.

13. Liability

13.1. Each party is liable for breaches of its contractual and statutory obligations. HRWC provides its services with the care of a diligent professional. The parties take reasonable measures to prevent and mitigate damage and cooperate in remedying its consequences.

13.2. To the extent permitted by law, HRWC's total liability for damage is limited to the amounts paid by the Client for the service in question in the 12 months before the event giving rise to the damage. The limitation applies only if it is not manifestly disproportionate to the damage and if the other statutory conditions for its validity are met.

13.3. To the extent permitted by law, liability for loss of profit and indirect damage is excluded. Liability for breach of an expressly assumed obligation to make backups or to protect data is not excluded. No limitation or exclusion applies to intent, gross negligence or liability that cannot be limited by law, nor does any limitation or exclusion diminish the rights of data subjects under the GDPR.

13.4. Force majeure may justify non-performance only under the conditions prescribed by law. The affected party notifies the other party and endeavours to limit the consequences. An ordinary technical failure or a failure by a subcontractor is not automatically regarded as force majeure.

Data and final provisions

Privacy, changes to the terms and dispute resolution

14. Personal data protection

14.1. For data relating to its own business, for example quotes, communications, invoices and legal obligations, HRWC acts as controller. The Privacy Policy explains the purposes, legal bases, recipients, retention and rights. By paying after having been provided with it in advance, the Client confirms that the Privacy Policy was available to it. That confirmation is not general consent to every processing operation, to direct marketing or to optional cookies, nor a waiver of rights under the GDPR. Where consent is required, it is requested separately and may be withdrawn.

14.2. Where HRWC stores or accesses personal data on the Client's behalf for hosting, maintenance or support, the Client is, as a rule, the controller and HRWC the processor. The roles are determined by the actual manner of processing. The existence of a form or analytics does not in itself determine the roles of all providers involved.

14.3. Before such processing, the parties conclude a data processing agreement under Article 28 GDPR, with a completed specification for the specific project. It sets out the data, purposes, duration, sub-processors, locations, security measures, international transfers and the rules on return or deletion. A general link to a platform's policy does not replace that agreement.

14.4. The Client ensures a lawful basis for processing and appropriate notices to data subjects. Analytics, marketing tools and other non-essential cookies are enabled with an appropriate legal basis and with consent where required. HRWC implements the agreed technical measures and processes data only within the limits of the contract and of lawful documented instructions.

15. Changes to the Terms

15.1. An individual contract is governed by the version of these Terms that the Client received before the contract was concluded. This version bears the designation 2.0 and the preparation date of 11 October 2026; it applies to new contracts to which it is attached. It does not retroactively change contracts already accepted or the obligations under them.

15.2. HRWC may propose amendments on account of changes in regulations, technical or security requirements and the conditions for providing the service. For existing continuing services, a notice containing the text of the amendments, the reason and the date of application is sent by e-mail at least 30 days in advance. Publication on the website does not by itself change terms already agreed.

15.3. Material changes to the price, the scope or the Client's obligations require the Client's express acceptance. The Client may reject the change and cancel the continuing service before the change applies without any additional cancellation fee. Until then, the previous terms apply; if HRWC cannot continue a service already paid for, it refunds the fee for the unused period. Mandatory regulations apply regardless of acceptance.

16. Governing law, disputes and communication

16.1. The contract is governed by the law of the Republic of Croatia. The parties endeavour to resolve any disagreement in writing and amicably. For disputes, it is agreed that the court in Osijek having subject-matter jurisdiction has territorial jurisdiction, unless mandatory regulations provide otherwise.

16.2. The nullity or unenforceability of an individual provision does not affect the other provisions if the contract can survive without it. In its place, the corresponding statutory rule applies. The Croatian text is authoritative unless expressly agreed otherwise in an individual agreement.

16.3. The Client keeps its contractual e-mail address up to date and informs HRWC of any changes. Notices of cancellation, complaints and amendments are sent from the contractual or another verifiably authorised address to info@hrwc.hr. HRWC confirms receipt; the absence of a confirmation does not invalidate a notice whose receipt can be proven.