

BDO PORTAL

1. BDO'S PORTAL LEGAL TERMS

The BDO Portal web site (the “BDO Portal”) is an online collaboration space, available 24/7, designed to assist our clients in meeting the business challenges they face by connecting them with the knowledge and expertise of the BDO professionals and to assist the BDO professionals in serving our clients better.

About BDO

BDO is an international network of independent public accounting, tax and advisory firms (the “BDO Network”), which perform professional services under the name of BDO (each a “Member Firm” or “BDO Member Firm”). BDO International Limited (“BDOI”) is a UK company limited by guarantee. It is the governing entity of the BDO Network.

Each of BDOI and the Member Firms is a separate legal entity and has no liability for another such entity's acts or omissions. Nothing in the arrangements or rules of the BDO Network shall constitute or imply an agency relationship or a partnership between BDOI and the Member Firms.

BDOI provides no client services. Services are provided solely by the BDO Member Firms in their respective geographic areas.

Ownership

The BDO Portal is owned by Stichting BDO and is made available to Member Firms by Brussels Worldwide Services BVBA, on the terms agreed between them.

The BDO Portal is protected under the copyright laws of all countries which are signatories to the Berne Convention or the Universal Copyright Convention. No part of it may be copied without the prior written consent of Stichting BDO. All rights are reserved.

Scope and Licence of use

The use of the BDO Portal is governed in all respects by the BDO Member Firm Licence each BDO Member Firm has entered into with BDO IP Limited.

By virtue of a Member Firm Licence, BDO Member Firms have been granted a non-exclusive, non-transferable, royalty-free licence to use the BDO Portal, in their Territory for all purposes associated with the provision of Professional Services by BDO Member Firms in their respective Territory and, subject to limitations contained in the Member Firm Licence, outside of their Territory for all purposes ancillary to the provision of Professional Services in or from their respective Territory, as long as such purposes are in accordance with the obligations and responsibilities of the BDO Member Firms, the Member Firm Licence and the Regulations.

BDO and its licensors retain the usage and ownership rights to the BDO Portal and the related technology.

2. BDO'S PORTAL TERMS OF USE

Terms of use

Access to the BDO Portal

Third parties

Liability

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Applicable law

Please read carefully all of these Terms and ensure that you do not act in any way which would infringe the obligations contained herein.

Terms of use

The BDO Portal is intended for the sole use of (i) partners, principals, directors and employees of BDO Member Firms ("BDO Professionals") and (ii) persons expressly authorised by a BDO Member Firm to use the BDO Portal. Persons falling in either categories (i) or (ii) are hereinafter referred to together as "BDO Portal Users" (or individually as "BDO Portal User").

If you are not a BDO Portal User, you must stop using the BDO Portal immediately.

By using this BDO Portal, you are agreeing to these Terms of Use (the "Terms"). If you do not agree to these Terms, then you are not allowed to use this BDO Portal and should immediately terminate such usage.

The BDO Portal may redirect you to various separate web sites and applications. These Terms apply solely to the content on the BDO Portal, and not to each individual web site or application it redirects to. BDO does not bear any responsibility whatsoever for the content, accuracy or security of any web sites or applications that are linked (by way of hyperlink or otherwise) to the BDO Portal.

You will maintain the confidentiality of the content and technology of this BDO Portal using at least the same degree of care as you use in maintaining your own proprietary and/or confidential information, but in no event using less than a reasonable degree of care.

You will ensure that all and any copies of this BDO Portal content (printed or electronic) retain and/or reflect any copyright, confidentiality, or other legal notice that appears on or with such material when accessed on this BDO Portal. You will not copy, download, reproduce, modify or distribute this BDO Portal technology in whole or in part, except as may be expressly permitted elsewhere in writing outside of these MF Terms.

Except as otherwise provided in an applicable agreement with BDO, you may not engage in any of the following relating to the BDO Portal and/or its contents, nor may you authorise other parties to do so:

- (a) make use of the BDO Portal for any purpose other than that for which access has been provided by your Member Firm,
- (b) copy or distribute the BDO Portal or any of its technology,
- (c) amend or create an extract of the BDO Portal,
- (d) deduce, change or edit source codes relating to the BDO Portal, or
- (e) distribute, exploit, transfer or sub-license the BDO Portal or any rights related to it.

If you save information from the BDO Portal on your own computer, server or other storage medium, you confirm you have the authorization from BDO do so and you are responsible and accountable for the security, storage and availability of this information.

Access to the BDO Portal

To access the BDO Portal, you have received from BDO a username and a password. The username and password must be treated confidentially, and they are not transferable. You are responsible for the usernames and passwords allocated (if relevant). You shall make use of the BDO Portal only with your individually allocated username.

You are prohibited from allowing unauthorized parties access to the BDO Portal. You are required to access the Portal on hardware using reliable antivirus software before and during use of the BDO Portal. Furthermore, you shall not use the BDO Portal in non-secure environments (such as internet cafés for example).

If you know or suspect that third parties are, or may become, privy to information concerning the user name or password or that these have been lost, stolen or are missing, you must notify BDO immediately.

Third parties

BDO may engage third parties for the purposes of providing and maintaining the BDO Portal. To the extent that contracted third parties may need to have access to the BDO Portal, they might need to process your personal data for these purposes as set out in the privacy policy. Privacy policy is available on demand.

Liability

This BDO Portal (including all BDO Portal technology, BDO Portal content and other content) is provided as is, without warranty of any kind. Without limiting the foregoing, we do not warrant that this BDO Portal will be secure, error-free, free from viruses or malicious code, or will meet any particular criteria of performance or quality, and we expressly disclaim all implied warranties, including warranties of merchantability, title, and fitness for a particular purpose, non-infringement, compatibility, security, and accuracy.

BDO is not liable for any damage or costs incurred by you as a result of your use of the BDO Portal, regardless of the reason for such damage or costs, which may include without limitation damage due to: (i) inaccurate or incomplete Client information; (ii) malfunctions, errors, delays or any other deficiencies of the BDO Portal and/or BDO's means of communication, such as not being able to send, receive, store or change information; (iii) viruses, spyware and other harmful software; (iv) temporary or prolonged denial of access to or shutdown of the BDO Portal for the purposes of maintenance, adjustments or improvements; (v) the alteration, extension or (partial) deletion of the BDO Portal; (vi) any acts or omissions by you in breach of the obligations arising from or in connection with the BDO Portal; or (vii) loss of electricity if you are logged in.

The above limitations of liability shall be applicable not only to us but also to any other entity within the BDO Network and to our and their respective personnel.

Intellectual property and Property Rights

BDO or the third party from which BDO has obtained permits/licences will at all times remain the owner of all the intellectual and other property rights regarding this BDO Portal.

This BDO Portal contains material which is owned by or licensed by BDO. This material includes, but is not limited to, any features developed or provided by BDO, including, but not limited to, the design, layout, look, appearance and graphics, as well as analytics, insights, CRM connectivity, as well as users, clients and projects lists. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these Terms of Use. You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other web site or other form of electronic retrieval system.

You may not publish information relating to the BDO Portal or operate or otherwise use the BDO Portal with the aid of third parties or on your own in a manner (including but not limited to storing or reproducing all or part of the BDO Portal on another internet page or inserting links, hyperlinks or deep links between the BDO Portal and any other internet page) without having obtained prior written permission from BDO.

You may link to this BDO Portal provided that such link does not involve unauthorized use of the BDO Portal, or of our logos; any false claims (actual or implied) of endorsement by, or other relationship with BDO; or any other infringement of our trademarks, copyright and/or other intellectual property rights.

Applicable law

These Terms shall be governed by and construed in accordance with the laws of [INSERT country]. The [INSERT country] courts shall have exclusive jurisdiction to resolve any disputes arising out of these Terms.

Updating these Terms of Use

We may modify or update these Terms of Use from time to time. You will be notified of the updated versions. Changes and additions to these Terms of Use are effective from the date on which they are posted on this Portal.

For any further information or questions regarding these Terms, please send us an email at

bdo-croatia@bdo.hr

3. PRIVACY STATEMENT

Introduction

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Introduction

This privacy statement ("Privacy Statement") applies only to this BDO Portal which is provided by your BDO Member Firm (also referred to below as "we", "us", "our" or "BDO").

The BDO Portal may redirect you to various separate web sites and applications. This Privacy Statement applies solely to the content on the BDO Portal, and not to each individual web site it redirects to.

By using this BDO Portal and submitting any personal information to us, you agree to the use by us of your personal information in accordance with the terms of this Privacy Statement.

What personal information do you collect when I visit this BDO Portal?

In order to register and gain access to the BDO Portal, Users may be asked to provide their full name, email address and location. This information is used to verify your identity each time you log in to this BDO Portal. You may also have the option to submit additional information such as telephone number, the name of your company, your professional position and your picture. This information will be used to manage your account and customize and improve this BDO Portal. **Failure to provide the information that we require in order to grant you access to the BDO Portal may prevent you from accessing the BDO Portal.**

Please note that personal or other information that you upload or post via this BDO Portal may also be read or used by other authorised users who have been granted access to this BDO Portal's collaboration spaces to which you have access.

Technical Information

When you visit this web site, we may collect technical information such as your IP (Internet Protocol) address, details of the pages you visit on this BDO Portal and which browser you used to view this BDO Portal.

This BDO Portal collects standard internet log and technical data to measure and improve its effectiveness, to help diagnose problems with our server, to administer this BDO Portal, to see where web site traffic is coming from and to identify our users. In this connection we may use "cookies" to collect this information. For more information, see our Cookie Policy.

When do you collect personal information through the BDO Portal?

We collect personal information from you in the following circumstances:

- when you register to BDO Portal
- when you complete your user profile
- when you subscribe to any of our insights
- when you upload documents on the BDO Portal which contain personal information,
- when you contact us to request further information.

We collect the minimum amount of information to enable us to deal with your request. We will indicate where the provision of information is voluntary or compulsory. We would normally only request additional information to enable us to provide the most appropriate response to your request.

How do you use my personal information?

We use your personal information to:

- Identify you and create a profile for you when you register with us to use the BDO Portal or to request information from us;
- Verify your identity when you access the BDO Portal or contact us;
- Communicate with you with respect to the services we are providing you;
- Meet our contractual obligations to you under the terms and conditions of the BDO Portal Terms of use;
- Deal with your enquiries and requests;
- Comply with the legal obligations to which we are subject and cooperate with regulators and law enforcement bodies;
- Contact you with marketing and offers relating to products and services offered by us (unless you have opted out of marketing, or we are otherwise prevented by law from doing so);
- Personalise the marketing messages that we send to you to make them more relevant and interesting by analysing details of the services and information that you are receiving, and your transaction history, to make suggestions for other information that may be of interest;
- Exercise our legal rights where it is necessary to do so, for example to detect violations of law.

We must have a legal basis to process your personal information. In most cases the legal basis will be one of the following;

- To provide services to you pursuant to the BDO.Global Terms of Use
- To comply with our legal obligations, for example to enable us to meet our fraud prevention and money-laundering obligations
- To meet our legitimate interests, for example to understand how you use our services and the BDO Portal and to help us to derive knowledge that helps us to develop new services. When we process your personal information to meet our legitimate interests we put in place robust safeguards to ensure that your privacy is protected and to ensure that our legitimate interests are not overridden by your interests or fundamental rights and freedoms. For more information about the balancing test that we carry out to process your personal information to meet our legitimate interests, please contact us at the details below;
- We may obtain your consent to collect and use certain types of personal information where we are required to do so by law (for example in relation to our direct marketing activities, or our use of cookies and tracking technologies). If we ask for your consent to process your personal information, you may withdraw your consent at any time by contacting us using via bdo-croatia@bdo.hr.

My Rights

You have certain rights regarding your personal information, subject to local law. These include the right to: request access to the personal information that we may process on the BDO Portal; update or correct your details; restrict our use of your personal information; object to our use of your personal information; receive your personal information in a usable electronic format and transmit it to a third party; request that your personal details are deleted from our systems.

You may exercise these rights by contacting us on bdo-croatia@bdo.hr. We will treat all such requests in accordance with applicable local law.

Will you provide my information to a third party?

We may contract with other companies or individuals to deal with your enquiry or to otherwise operate this BDO Portal or our business activities. We may give such companies access to your personal information in connection with those purposes on our behalf, and these companies will process your personal data only on BDO's instructions and solely for the purposes of providing and maintaining the BDO portal. We may also share your personal information with other member firms within the BDO network provided that this is consistent with the basis on which we have collected your personal information.

From time to time, we may disclose personal information in response to a court order, subpoena, government investigation, or as otherwise required or permitted by law.

We do not provide information to third parties for direct marketing purposes and we do not undertake mailings for third parties.

We may, as a result of a sale, merger, consolidation, change in control, transfer of assets, reorganization or liquidation of our company (a "Reorganisation Event"), transfer, sell or assign your personal information to third parties involved in the Reorganisation Event.

How long do you keep my information?

We will keep your personal information for as long as we have a relationship with you. Once our relationship with you has come to an end, we will retain your personal information for a period of time that enables us to: maintain our business records for analysis and/or audit purposes; comply with record retention requirements under the law; defend or bring any legal claims; and deal with any complaints

We will delete your personal information when it is no longer required for these purposes. If there is any information that we are unable, for technical reasons, to delete entirely from our systems, we will put in place appropriate measures to prevent any further processing or use of the data].

Is my information secure?

We have implemented generally accepted standards of technology and operational security to protect personal information from loss, misuse, alteration or destruction. We require all employees and principals to keep personal information confidential and only authorized personnel have access to this information.

International Transfers

In order to provide services to you via this BDO Portal we may need to transfer your personal information [outside the EEA] to countries that may not provide a level of protection of personal information that may be regarded as equivalent to that afforded under the European data protection legislation. Whenever your personal information is transferred internationally, we will take appropriate steps to ensure its security and confidentiality in accordance with applicable data protection law. For more information as to how we protect your personal information please contact us using at bdo-croatia@bdp.hr.

Updating this Privacy Statement

We may modify or update this Privacy Statement from time to time. You will be able to see when we last updated the Privacy Statement because we will include a revision date. Changes and additions to this Privacy Statement are effective from the date on which they are posted..

Contact

If you have any concerns about the way in which we handle your personal information, you can contact a data protection authority in the country in the European Union in which you reside, work, or where the subject matter of your complaint arose

If you have any questions about this Privacy Statement you can contact us at via email at bdo-croatia@bdo.hr.

Last modified on 02.09.2020.

4. COOKIES

Cookies

How to control my cookies

Managing cookies in my browser

Managing analytics cookies

Further information about cookies and how to manage them

We gather information from users of this BDO Portal automatically and when you decide to provide us with information, for example, when you register to this BDO Portal. This information is treated with confidence and is only used by BDO as per the terms of the Privacy Statement.

We may use "cookies" to keep, and sometimes track, information about you.

Cookies

Cookies are small text files which are downloaded to your computer or mobile device when you visit a web site or application. Your web browser (such as Internet Explorer, Mozilla Firefox or Google Chrome) then sends these cookies back to the web site or application on each subsequent visit so that they can recognise you and remember things like personalised details or user preferences. Cookies do not damage your system. You can reset your browser so as to refuse any cookie or to alert you to when a cookie is being sent.

To improve your experience and to make our service to you better we use cookies for the purposes of system administration and analytics of our web site. This gives us information about the number of visitors to different parts of our web site.

BDO does not share this data with third parties. Our cookies do not store sensitive information such as your name or address, they simply just enable us to see behaviour on the web site to help us improve your experience. However, if you'd prefer to restrict, block or delete cookies from this BDO Portal, or any other web site, you can use your browser to do this. Each browser is different, so check the 'Help' menu of your particular browser (or your mobile phone's handset manual) to learn how to change your cookie preferences.

How to control my cookies

There are various ways that you can control and manage your cookies which are discussed in a bit more detail below. Please remember that any settings you change will not just affect this BDO Portal's cookies. These changes will apply to all web sites that you visit (unless you choose to block cookies from particular web sites).

Managing cookies in my browser

Most modern browsers will allow you to:

- See what cookies you've got and delete them on an individual basis
- Block third party cookies
- Block cookies from particular web sites
- Block all cookies from being set
- Delete all cookies when you close your browser

You should be aware that any preferences will be lost if you delete cookies. This includes where you have opted out from cookies, as this requires an opt-out cookie to be set. Also, if you block cookies completely many web sites will not work properly and some functionality on these web sites will not work at all.

Further information about cookies and how to manage them

If you'd like to learn more about cookies in general and how to manage them, visit aboutcookies.org*

*Please note that we can't be responsible for the content of external web sites.