

# **General terms and conditions of the "20 websites in 20 days" project**

## **Introductory provisions**

- 1.1. These general terms and conditions (hereinafter referred to as: General terms and conditions) apply to all contracts entered into between the company Tapija d.o.o. with its registered seat in Pula, Puntizela 22, PIN: 16862245825 as a service provider (hereinafter referred to as: the Contractor) and natural or legal persons as users of the services provided by the Contractor (hereinafter referred to as: the Client) during the duration of the project "20 websites in 20 days" (hereinafter in the text: the Contract).
- 1.2. During the project, the Contractor undertakes to create websites for the first 20 Clients in accordance with the information provided by the Clients to the Contractor via the form available at the link [20websites.com](https://20websites.com) (hereinafter referred to as: the Form).
- 1.3. The Form for the development of websites as part of the "20 websites in 20 days" project will open on June 19, 2023 and lasts until July 3, 2023 or until 20 orders are received, whichever occurs first. The development of the websites lasts until July 28, 2023, after which the Contractor will present the results of his work to the Clients no later than July 31, 2023.
- 1.4. The website development service includes the website design process in accordance with the information provided by the Client in the Form, the website programming process, SEO, hosting and maintenance of the website for the first year. The services of further hosting and maintenance of the website, improvement of content and functionality, as well as consultation and education procedures related to the use of the website and any further services related to it (hereinafter referred to as: Other services) are not subject to these General Terms and Conditions. In relation to all other services that the Client would request from the Contractor, it will be handled in the manner described in clause 8.1 of the General Terms and Conditions.
- 1.5. By accepting the General Conditions, the Client agrees that the Contractor can entrust the development of the website or any part of it to its project partners:

- trade Majestic Tin, owner Tin Majetić, Sisačka 16A, Petrinja, PIN: 67112430533, and
- trade IVYL, owner Filip Jurman, Del Vescovo 4, 52210 Rovinj, PIN: 33249268259

In this case, the provisions of the sections on Warranties and liability, Intellectual property rights, Signatures and references are equally applied to the mentioned project partners of the Contractor.

## **Ordering and development of a website**

- 2.1. The contract for the creation of a website as part of the "20 websites in 20 days" project is considered to be concluded at the moment when the Client fills in the Form with the information necessary for the creation of the website, which Form is available on the Contractor's website [20websites.com](https://20websites.com), and receives the order confirmation via email.
- 2.2. The Client is responsible for the accuracy and completeness of the data provided when filling out the Form. After submitting the Form, the Client does not have the possibility to change and supplement the submitted data related to the appearance, functionality, content

and other details of the website that is the subject of the order, except upon the request of the Contractor.

- 2.3. The contractor reserves the right to refuse the order or to propose a change to the order if he considers that it is not possible to fulfil any of the Client's requirements or if the provided information is incomplete, unclear and/or incorrect, as well as in the case where the creation of the website according to the Client's instructions would be contrary to positive regulations or the rules of the profession. The Contractor undertakes to notify the Client without delay, in the shortest possible time, about the rejection of the order or its necessary changes, stating the reasons for the same.
- 2.4. The Contractor undertakes to develop a website according to the information specified in the Form and to present the results of his work to the Client within a reasonable time, no later than July 31, 2023, depending on the order in which the Form was submitted and confirmed.
- 2.5. The website development process is considered completed when the Contractor presents the results of his work to the Client, and the Client informs him whether he does not accept the work results, or whether he accepts the work results and, in the latter case, pays the agreed price.

### **Price and payment**

- 3.1. The price of website development and payment terms are determined in the Contractor's offer published on his website 20websites.com (hereinafter referred to as: the Offer). In case of any ambiguities or additional questions, the Client is obliged to request the necessary clarifications from the Contractor before submitting the Form, otherwise it is considered that the terms and conditions of the Offer are clear to him and he agrees with them.
- 3.2. The Client is obliged to pay the amount for the development of the website according to the payment terms specified in the Offer only if he accepts the Client's work presented to him according to the provisions of the previous section of the General Terms and Conditions. In the case of non-acceptance of the results of the work, the Client is not obliged to pay the Contractor any remuneration for the development of the website, nor in that case does he claim any rights to the results of the work of the Contractor and cannot use them.
- 3.3. If, after the development of the website and the presentation of the results of the work, the Client has additional requirements or requests any changes or additions, i.e. other services from the Contractor, after informing the Contractor of these requests and requirements, negotiations will be started in order to conclude a contract by which the contracting parties will arrange the matter in detail and the scope of services that the Contractor will provide, the price for such services, the method of payment and other rights and obligations.

### **Warranties and liability**

- 4.1. The contractor undertakes to perform all tasks that are the subject of these General terms and conditions conscientiously and in accordance with the rules of the profession.
- 4.2. The Contractor is not responsible to the Client or any third parties for the truthfulness and up-to-dateness of the content and/or information that, according to the Client's instructions,

will be found on the Client's website, and expressly excludes the Contractor's responsibility for any damage caused to the Client or third parties. based on such information or content.

- 4.3. After the transfer of the intellectual property rights on the website, the Contractor will not be responsible for any irregularities and/or difficulties in the operation of the website, nor any damages that may occur to the Client or third parties due to such events, which are the result of changes to or in connection with the website made independently by the Client or third parties.

### **Intellectual property rights**

- 5.1. The contractor retains the intellectual property rights on the developed website, including all design elements, code, images, animations, functionalities and other content until the Client notifies him that he accepts the results of his work and pays the agreed price.
- 5.2. After the Client informs the Contractor that it accepts the results of his work and pays the agreed price, the Contractor undertakes to transfer to the Client all intellectual property rights on the developed website.
- 5.3. The Client bears all responsibility for the violation of any Intellectual Property Rights that may occur as a result of the use of materials or information provided to the Contractor by the Client for the purpose of creating a website.
- 5.4 The contractor undertakes not to infringe the intellectual property rights of third parties when developing a website for the Client.

### **Signature and references**

- 6.1. The Contractor is authorized to indicate and refer to its business websites in an inconspicuous way on the Client's website, and the Client undertakes to accept the same for the entire time of use of the website developed by the Contractor and undertakes not to remove the said marks without the prior written consent of the Contractor.
- 6.2. The contractor is authorized to include the Client's website in its own references and to use this information for the purpose of promoting its own services, with which the Client agrees.

### **Cancellation of the order**

- 7.1. The customer is authorized to cancel his order at any time without giving reasons and without any consequences, by notifying the Contractor in writing via email. The Client undertakes to act in good faith and without delay, in the shortest possible time, and no later than within 3 days, to inform the Contractor of his decision to use the right to cancel the order.

### **Other services**

- 8.1. After the completion of the website development, the Client may request additional services related to the developed website, including, but not limited to: further hosting or maintenance, changes and/or additions to the design, content and/or functionality of the website, website updates, consulting and education related to the use of the website.

- 8.2. All additional services from the previous provision of the General Conditions, as well as all additional requests, changes or additions related to the website presented by the Contractor to the Client, are provided with special conditions and compensation, on which the Client and the Contractor will enter into a separate contract that will regulate mutual rights and obligations.
- 8.3. Any service that is not covered by the Contractor's Offer and specified in clause 1.4 of the General terms and conditions shall be considered an additional service in accordance with the provisions of this section of the General terms and conditions.

### **Transitional and final provisions**

- 9.1. These General terms and conditions, as well as any possible amendments or supplements thereof, are published on the website 20websites.com and form an integral part of the Contract between the Contractor and the Client. The Client is obliged to read them when filling out the Form and agree with the content before submitting the Form, as well as in the case of any subsequent changes or additions.
- 9.2. Amendments to the General terms and conditions and the Contract must be made in writing, and the Contractor undertakes to inform the Client in a timely manner of any amendments to these General terms and conditions.
- 9.3. If any provision of the Contract or these General terms and conditions is found to be null and void, such provision shall have no effect, but the other provisions of the Contract and these General terms and conditions shall continue to be valid and produce legal effects. A void provision shall be replaced by another without delay, taking into account that the amended provision achieves the same degree of satisfaction of the interests of the Contracting Parties as when concluding the Contract or drawing up these General terms and conditions.
- 9.4. The Client and the Contractor undertake to try to settle all possible disputes arising from the Contract or in connection with the Contract, or these General terms and conditions, which are an integral part thereof, amicably. In the event that an agreement cannot be reached, the jurisdiction of the competent court according to the seat of the Contractor is agreed upon.
- 9.5. The law of the Republic of Croatia applies to these General terms and conditions and the Contract
- 9.6. These General terms and conditions shall enter into force on June 19, 2023.

Pula, June 19, 2023.  
Tapija d.o.o.