Terms of Service

Version 3 · in effect from October 7, 2026

1. Service provider

Appointa (the web application at appointa.hr, the Appointa and Appointa Pro apps and the related public booking pages) is provided by **CODEVO, obrt za računalne i druge usluge, vl. Ivan Babić**, Krotovica 16, 10040 Zagreb, Croatia, OIB (Croatian tax ID) 00448210519, e-mail info@appointa.hr.

A Croatian sole trader business (obrt) has no separate legal personality, so the party to your contract is Ivan Babić as the owner of the business. In these terms we call him “we” or “the provider”. Appointa is the name of the product.

The provider is outside the VAT system (a lump-sum taxed sole trader) and does not charge VAT. Its VAT identification number HR00448210519 is used only for services to business customers in other EU countries.

2. Subject and acceptance

Appointa is a platform for managing bookings, clients and appointments for salons, studios, practices and other businesses that work by appointment. A business opened in Appointa, together with the person or entity that runs it, is referred to below as the “business”.

The contract between us and a business is concluded when the business opens an Appointa account and accepts these terms. The Data Processing Agreement (https://appointa.hr/en/dpa) (DPA) and, for processing where we are the controller, the Privacy Policy (https://appointa.hr/en/privacy) form part of the contract.

Appointa is used, and paid plans, extra staff seats and SMS packages are bought, by consumers and business customers from Croatia and from any other country:

- a **consumer** is a natural person who uses or buys Appointa for purposes outside their trade, business, craft or profession;
- a **business customer** is a sole trader, company, independent professional, association or other entity that uses or buys Appointa for its business activity.

You choose the buyer type in the app, in the billing details (Billing → Billing details, where you choose whether you buy as a private person or as a company or sole trader). By choosing “company or sole trader” you declare that you are buying for your business and not as a consumer; we record this declaration with the time and IP address. You can change the buyer type; the change applies to later charges, and invoices already issued are not changed.

Rules marked as rules for consumers apply only to consumers, and rules for business customers only to business customers. Everything else applies to everyone. These terms do not limit the rights that mandatory law gives a consumer.

A person who opens an account, accepts these terms or buys on behalf of a business customer warrants that they are authorised to represent that business customer.

3. Accounts and users

The owner of a business can invite other users (managers and staff) to Appointa and set their role. The business is responsible for its users' actions and for their access being needed for their work.

Each user is responsible for the accuracy of their data and for keeping their credentials safe. For password sign-in we recommend turning on two-factor authentication (2FA). Report any suspected unauthorised access right away to info@appointa.hr.

4. Clients of the business

Clients of a business book appointments through the business's public pages or the Appointa app. Using Appointa is free for clients.

The contract for the service itself (price, duration, cancellation rules, any deposit) is between the client and the business. The provider is not a party to that contract and is not responsible for the service being performed.

The business processes appointment and client data as the controller, and we process it on its behalf under the Data Processing Agreement (https://appointa.hr/en/dpa). For the data of a user account in the Appointa app (sign-in, profile, notifications on the device) we are the controller, as described in the Privacy Policy (https://appointa.hr/en/privacy).

5. Plans and prices

- **Starter** is free: up to 30 appointments a month (pending, confirmed and completed appointments count, per calendar month in the business's time zone) and one active staff member.
- **Pro** and **Premium** are paid monthly or yearly in advance, according to the price list at appointa.hr (https://appointa.hr/en#cijena). Pro includes 3 and Premium 5 active staff members. Extra staff seats are charged at the price shown in the app.
- **SMS packages** are one-off purchases. Purchased SMS credits do not expire. Every business receives 20 free SMS credits once. Free credits are used before purchased ones.

Prices are in euros and final. VAT is not charged. Supplies are exempt from VAT under Article 90(1) of the Croatian VAT Act. The price shown in the app before payment is binding.

We announce price changes by e-mail at least 30 days in advance. A new price applies from the first billing period that starts after that notice and does not affect periods already paid. If you do not agree with the change, you can cancel your subscription free of charge before the new price takes effect. Towards consumers we change prices only for a valid reason: higher costs of servers or third-party services (sending e-mails and SMS messages, payment processing, the AI assistant), inflation, or a change in the provider's tax status.

If the provider becomes registered for VAT, VAT is added to the prices from that day. We announce this by e-mail at least 30 days in advance, unless the obligation arises by law without the possibility of notice; in that case we tell you without delay.

6. Purchase, payment, renewal and cancellation

Paid plans, extra seats and SMS packages are bought by the owner of the business in the app, on the Billing page. Before the first charge the owner enters the billing details (section 7). On the payment screen, before confirming, the owner sees what is being bought and the price, and for a subscription also the billing period and the automatic renewal; a consumer also makes the statement under section 8 there. Before you confirm, you see all the details in one place and can correct them, and nothing is charged until the payment is confirmed.

The purchase contract is concluded at a distance, in Croatian or English, as you choose, and is concluded when Stripe confirms the payment. Both language versions of these terms are equally valid. If they differ, the interpretation more favourable to the consumer applies (Article 58(1) of the Croatian Consumer Protection Act). We record the accepted document versions and the statements made, with the time, IP address and browser details.

After a purchase we send a confirmation by e-mail. A consumer also receives their statement under section 8, and these terms and the model withdrawal form as PDF attachments.

Payment is by card only, through the payment provider Stripe. We do not see or store your card details.

A subscription is paid in advance for a month or a year and **renews automatically** for the same period until you cancel it. It runs for an indefinite period, and your minimum commitment is one paid period (a month or a year).

You can cancel your subscription at any time in the app (Billing). Cancellation takes effect at the end of the paid period, and you keep full access until then; after that the business moves to Starter and its data is kept. There are **no refunds** for a started or paid period, except on a consumer's withdrawal (section 8) and in other cases required by law.

A change of plan or number of seats applies immediately and is prorated for the rest of the period. Moving to a larger plan charges the difference right away. Moving to a smaller plan or reducing seats turns the unused part into a credit that reduces later charges and is not paid out. If, after a change, a business has more staff than its plan allows, the existing staff stay active but no new ones can be added.

If a payment fails, the business keeps full access while Stripe retries the payment. If the retries also fail, the subscription ends and the business moves to Starter with its data kept.

7. Invoices

For every payment we issue an invoice to the details the business entered in the app (Billing → Billing details). These details are required before the first payment, and the buyer is responsible for their accuracy. Changes apply to future invoices.

- A **private person** gives their full name, address and country.
- A **company or sole trader** gives its name, registered address and country. A company or sole trader from Croatia also gives its OIB, a company from another EU member state may give its VAT identification number, and a company from outside the EU its tax number.

We send the invoice by e-mail to the billing address, and it is also available in the app. All invoices are fiscalised under the Croatian Fiscalisation Act. An issued invoice cannot be changed or deleted; corrections are made by cancelling it (storno) and issuing a new one. You agree to receive invoices electronically; we send a paper copy on request.

Invoices to private persons and to companies and sole traders from Croatia carry the note “Isporuke su oslobođene plaćanja PDV-a temeljem čl. 90. st. 1. Zakona o PDV-u.” (Supplies are exempt from VAT under Article 90(1) of the Croatian VAT Act.) An invoice to a company from another EU member state whose VAT identification number is confirmed in VIES carries that note and the note “Prijenos porezne obveze — čl. 17. st. 1. Zakona o PDV-u. PDV ID izdavatelja: HR00448210519.” (Reverse charge — Article 17(1) of the Croatian VAT Act; the issuer’s VAT ID), together with the buyer’s VAT identification number. For other business customers outside Croatia, VAT is shown on the invoice in accordance with the law, depending on the buyer’s country.

For a card payment the buyer cannot later request an e-invoice (eRačun) for the same payment.

Any payment receipts Stripe may send are not invoices.

8. Right of withdrawal (consumers)

As a consumer you can withdraw from the purchase contract without giving any reason within **14 days of its conclusion**. For a subscription the period runs from the day you buy a paid plan (move from Starter to Pro or Premium), and for an SMS package from the day you buy that package. Renewing a subscription, changing the plan or billing period and adding staff seats are changes to the existing contract and do not start a new withdrawal period.

Immediate start. Appointa has no trial period (the free Starter plan is there for trying it out), so a paid plan and purchased credits apply right after payment. That is why, when you buy, you expressly request that the service starts before the withdrawal period ends. For a subscription the statement reads: “I request that the subscription starts immediately. I know I may withdraw from the contract within 14 days, and if I do so, I pay a proportionate amount for the time until withdrawal.” For an SMS package: “I request that the SMS package is delivered immediately. I know I may withdraw from the contract within 14 days, and if I do so, I pay for the credits used.” A purchase is not possible without this statement.

How to withdraw:

- in the app, with the withdrawal button on the Billing page, available for 14 days after the purchase;
- on the Withdrawal (https://appointa.hr/en/withdrawal) page, also without signing in to the app;
- with any clear statement sent by e-mail to info@appointa.hr or by post to Krotovica 16, 10040 Zagreb, Croatia. You may use the model withdrawal form, which you receive as a PDF with the purchase confirmation, but you do not have to.

We confirm receipt of your statement immediately by e-mail, with the date and time of receipt. You meet the deadline if you send your statement before the period ends.

Effects. For a subscription you pay a proportionate amount for the time from the start of the subscription until you inform us of the withdrawal, and for an SMS package the credits used. When the credits used are counted, the free credits are used first. We refund the rest without undue delay and at the latest within 14

days of receiving your statement, to the card used for the payment, unless you expressly agree otherwise. The refund costs you nothing. On withdrawal the subscription ends with no further charges and the business moves to Starter with its data kept, and the unused credits from that SMS package are cancelled.

Withdrawal and cancelling a subscription (section 6) are not the same: cancelling stops renewal from the end of the paid period, while withdrawing within the 14 days ends the contract immediately and we refund you as described above.

Business customers have no statutory right of withdrawal; the cancellation rules in section 6 apply to them.

9. Data and data protection

Data about the business, its clients and appointments belongs to the business. We process the personal data of clients and staff on behalf of the business solely to provide the service, under the Data Processing Agreement (https://appointa.hr/en/dpa), which forms part of these terms.

A business can export its list of appointments as CSV from the app at any time. On request sent to info@appointa.hr we prepare an export of all of the business's data in a machine-readable format within 30 days.

After a business stops using Appointa, we delete the business and its data within 30 days of its request. Deletion from backups is described in the Data Processing Agreement (https://appointa.hr/en/dpa). We keep invoices and the record of acceptance of these terms and of the statements made for the periods set out in the Privacy Policy (https://appointa.hr/en/privacy).

10. Acceptable use and reporting illegal content

The business is responsible for the content it publishes or sends through Appointa (service descriptions, photos, messages and notifications to clients). It is prohibited to:

- publish or send unlawful, misleading or offensive content;
- send unsolicited messages to people who are not clients of the business;
- attempt unauthorised access to other people's data or to the system, or overload it;
- resell the service without our written approval.

Report illegal content to info@appointa.hr with the subject "Content report", including a link to the content and the reason. We review reports without undue delay and let you know our decision.

If we remove content or restrict access to content or to an account, we give the business the reasons, unless that would be unlawful. For serious or repeated breaches of these terms we may suspend or close the account.

11. Availability and support

We aim to keep the service available without interruption. We announce planned maintenance in advance where possible. We do not guarantee uninterrupted availability or delivery of e-mail, SMS and push notifications, which also depend on third-party providers.

We change Appointa only for a valid reason: for security, to comply with the law and with third-party services, and to improve it. A change costs you nothing extra. We inform consumers of a change clearly. If a change affects a consumer's use more than slightly negatively, we inform the consumer by e-mail in advance, and the consumer can terminate the contract free of charge within 30 days of the change or of the notice, whichever is later; we then refund the proportionate part of the price for the paid period after termination.

Support is available by e-mail at info@appointa.hr, through the contact form and through in-app support. We aim to reply within 24 hours on working days (Monday–Friday).

12. Liability and conformity

We are liable for damage in accordance with the law.

Towards business customers we are not liable for lost profit, loss of business or other indirect damage, and our total liability is limited to the amount the business customer paid for the service in the 12 months before the event giving rise to the damage, or EUR 50, whichever is higher. These limits do not apply to damage caused intentionally or through gross negligence.

Towards consumers we are liable in accordance with the law, without these limits. We are liable for the conformity of the service with the contract under the Croatian Act on Certain Aspects of Contracts for the Supply of Digital Content and Digital Services (NN 110/21); this liability cannot be excluded. If Appointa does not work as described in these terms and on the website, you can ask for the defect to be fixed, a price reduction or termination of the contract.

The business is responsible for its obligations towards its clients, for the lawfulness of processing its clients' data as the controller and for the accuracy of the data it enters.

We are not liable for failure or delay in performance caused by circumstances beyond our control that we could not prevent, remove or avoid (force majeure), including outages of third-party providers such as data centres, payment and communication services or the Croatian Tax Administration's systems.

13. Term and termination

The contract is concluded for an indefinite period.

The business can terminate it at any time by cancelling its subscription and requesting deletion of the business at info@appointa.hr. Paid periods are not refunded, except on a consumer's withdrawal (section 8) and in other cases required by law.

We can terminate the contract with 30 days' notice; in that case we refund a consumer the proportionate part of the price for the paid period after the contract ends. For serious breaches of these terms or the law we can terminate it without notice.

Demo businesses are deleted automatically after 14 days.

14. Changes to these terms

We change these terms only for a valid reason: changes in the law, changes to Appointa, or changes to how buying and billing work. A new version applies to new contracts from the date shown at the top of the page.

For existing contracts we announce changes by e-mail and in the app at least 30 days before they take effect. If you do not agree, you can terminate the contract or cancel your subscription free of charge before that date; the previous version then continues to apply to you until the end of the period already paid. If you do not, the changes apply from the announced date, and the app may ask you to accept them again.

Changes that do not reduce your rights or increase your obligations, such as clarifications, apply from publication.

Price changes are covered by section 5, and changes to Appointa by section 11.

The version and effective date are shown at the top of this page. Earlier versions are available on request.

15. Complaints, out-of-court dispute resolution and governing law

You can send a written complaint by e-mail to info@appointa.hr, by post to Krotovica 16, 10040 Zagreb, Croatia, or hand it in at the provider's registered seat (Article 10 of the Croatian Consumer Protection Act). We confirm receipt of a complaint in writing without delay and send a written reply within 15 days of receipt at the latest. We keep a record of complaints for one year.

The body competent for out-of-court resolution of consumer disputes is the Mediation Centre of the Croatian Chamber of Trades and Crafts (Centar za mirenje pri Hrvatskoj obrtničkoj komori). Taking part in mediation is voluntary and we decide on it case by case.

The contract and these terms are governed by the law of the Republic of Croatia. A consumer keeps the protection of the mandatory rules of the country where they habitually live.

The competent court in Zagreb has jurisdiction over disputes with business customers. For disputes with consumers, the court is determined by law, and a consumer can also bring proceedings against us before the court for the place where they are domiciled.

Clients of a business who use the Appointa app as consumers keep the rights given to them by mandatory consumer protection law.