

TERMS AND CONDITIONS v1_26092026

Introduction

By accessing this website, it is considered You have read, understood and accepted these Terms and Conditions which present a binding agreement between You and Calenvio.

You wish to use Calenvio services which consist of Calenvio website and Software-as-a-Service (SaaS) Platform (hereinafter referred to as: "**Services**") provided under these Terms and Conditions (hereinafter referred to as: "**Terms**").

Calenvio means Calenvio brand owned by **FILIPLJA**, obrt za usluge, vl. Darko Tomičić, whose registered address is at Filipana 7A, Filipana, Marčana, Istra 52206, in Croatia (hereinafter referred to as "**We**", "**Our**")

By creating an account, accepting these Terms, purchasing a Subscription or using the Services, You agree to be bound by these Terms.

You are entering into a binding agreement. If You accept these Terms on behalf of Your employer or another person, You confirm that You have the consent of Your employer or that person to act on their behalf.

These Terms are supported by Calenvio Privacy Policy (available at: calenvio.com/legal/privacy-policy.pdf), Calenvio Cookie Policy (available at: calenvio.com/legal/cookie-policy.pdf) and Calenvio [Data Processing Agreement](#), as updated from time to time, as well as any other written agreement or purchase order signed by Calenvio and the Customer from case to case.

Where You use the Services to process personal data as a Data Controller, the DPA is incorporated into these Terms and applies automatically. For the avoidance of doubt, acceptance of these Terms by an authorised Subscription Owner also accepts the applicable DPA at Account level.

1. Definitions

Account means Calenvio Customer account.

Account Data means personal and operational data processed by Calenvio for account administration, authentication, billing, security, support, legal compliance, and other similar purposes.

Authorised User means an individual whom the Customer permits to access the Services.

Billing Period means the monthly or yearly period selected by the Customer.

Client means a person to whom the Customer provides services and whose information may be managed through Calenvio.

Customer means the person or entity that enters into the agreement with Calenvio and controls the Account.

Customer Data means data submitted to, stored in, or processed through the Services by or for the Customer, including data relating to clients, staff, appointments, services, business locations, schedules, notes, and related records.

Data Processing Agreement (DPA) means the Calenvio Data Processing Agreement applicable to the processing of Customer Personal Data.

Feedback means voluntary suggestions, ideas, or comments about the Services, excluding Customer Data, personal data of Clients or Staff Members, and confidential information.

Services means the Calenvio website, SaaS Platform and related support made available under these Terms.

Staff Member means a person whose work, schedule, services or appointments are managed through the Services.

Subscription means paid monthly or yearly access to the Services.

Subscription Owner means the person with primary control of the Account and Subscription as well as the owner of a company with a Free Trial or a paid Subscription.

Invited Subscription User means the person invited from the Subscription Owner using the account to the extent of authorization given from the Subscription Owner

2. Eligibility and business use

You are not eligible to accept these Terms or use Our Services if You are not of legal age to form a binding contract with Us or if You are barred by law from using Our Services. Calenvio is primarily intended for businesses and professional use. However, the Subscription may be purchased by any adult meeting the eligibility criteria as stated in this clause.

As a prerequisite for providing the Services, We require specific information. You warrant the information is complete and accurate and shall indemnify us against any liability that may come as a result of failing this obligation. Without limiting the indemnity right, failing this obligation gives Us the right to suspend or terminate the service on our sole discretion.

You will notify Calenvio about any and all updates to any and all information without undue delay.

You will use the Services in your own name or on behalf of an organisation You are authorised to represent.

Client information is entered into exclusively by You. Where lawfully eligible to receive Your services, Clients may be natural persons below the age of eighteen (18). Such Clients are not Calenvio users and do not receive a login.

3. Account registration and Authorised Users

The Services may support email-based login, or other authentication methods made available by Calenvio.

You:

1. must keep Your username, customer ID, password or any other secret authentication credential confidential;
2. must not circumvent, or attempt to circumvent, Our user authentication systems;
3. must inform Us immediately of any unauthorized use of Your account or any other breach of security, including suspicions of such scenarios;
4. are responsible for permissions assigned to the users
5. are entirely responsible for all payments and any activities that occur on Your account;
6. are liable for any damage, loss or costs that We or any third party may sustain as a result of any of Your actions, or any use of Your authentication credentials, account name or account information by a third party or as a result of Your violation of this section.
7. are responsible for authorized and unauthorized use of Your account (i.e. in scenarios where, due to Your inability to implement maximum security measures available at your disposal, a potential unauthorized activity had taken place). This includes (list not exhaustive): service login, subsequent data insight, payments.

Calenvio may require reasonable security steps, including password changes, session termination, or identity verification, where necessary to protect the Account or Services.

4. Description of the Services

Calenvio is a web-based SaaS platform for service businesses. Depending on the active product configuration, the Services may include management of:

1. appointments and calendar views;
2. Clients and visit history;
3. Staff Members and schedules;
4. services;
5. business locations;
6. working hours;
7. users, roles, and permissions;
8. appointment-related email reminders;
9. Subscription and Account settings.

5. Customer Data, Account Data, and Feedback

You retain all rights in Customer Data.

You grant Calenvio the rights of use necessary to host, process, transmit, secure, maintain, back up and restore Customer Data for the purpose of providing the Services and complying with law.

You represent that you:

1. Have a lawful basis and authority to collect and use Customer Data;
2. Have provided all required notices and obtained all required consent or other authorisation to collect, process, share and keep Customer Data;
3. Have the right to instruct Calenvio to process Customer Data in the capacity as Data Processor where you are the Data Controller;
4. Share only data necessary for Calenvio to conduct its services

You are responsible for the accuracy, quality, legality, and use of Customer Data and for responding to Clients, Staff Members, and other data subjects under Your control.

Calenvio may use Feedback without restriction or payment to improve or develop the Services, provided that Feedback does not include Customer Data, third-party personal data or confidential information of any kind.

6. Intellectual property and usage rights

Calenvio and its licensors retain all rights in the Services, including software, code, design, documentation, databases and structures, trademarks, logos, non-Customer content, improvements, and derivative works.

During a valid Trial or Subscription, Calenvio grants You a limited, non-exclusive, non-transferable, revocable right to access and use the Services for lawful internal business purposes.

You shall not:

1. copy, sell, sublicense, lease, or commercially exploit the Services except as expressly permitted;
2. reverse engineer, decompile or attempt to obtain source code except where mandatory law permits;
3. remove ownership notices;
4. use Calenvio branding without permission;
5. build or assist a competing product using non-public Calenvio materials.

Nothing contained in these Terms shall be interpreted as enabling ownership transfer of Customer Data to Calenvio.

7. Acceptable use and prohibited activities

The Customer and Authorised Users must not:

1. use the Services unlawfully or fraudulently;
2. process data without the required authority or legal basis;
3. send spam, unsolicited marketing, or unlawful communications;
4. attempt to access another Customer's Account or data;
5. bypass roles, permissions, security controls, or usage limits;
6. probe, scan, test, or disrupt the Services without written permission;
7. upload malware or harmful code;
8. use automated means in a way that materially burdens or abuses the Services;
9. resell, transfer, or sell access to the Account without Calenvio's written approval;
10. impersonate another person or misrepresent authority;

11. infringe intellectual property, privacy, confidentiality, or other rights;
12. use the Services for a prohibited or highly regulated purpose for which Calenvio has not expressly confirmed suitability.

Calenvio may investigate suspected misuse and take proportionate protective action.

8. Appointments, Clients, and communications

The Calenvio app connects You as service providers and Clients as users, making Calenvio an intermediary whose main role includes, but is not limited to, enabling You to make appointments and activities supporting making appointments.

Calenvio does not guarantee the accuracy of information or the successful completion of any appointments and shall not be liable for appointment cancellations, failure to attend, payment matters by Your Clients or any other aspect of the business relationship between You and the Client and/or Staff Member.

9. Email reminders

You will have the option to use Client email reminders for upcoming appointments which You shall use only for lawful, appointment-related communication. You shall not use the reminders for unlawful marketing or spam.

You shall select the recipients for the service and shall give accurate information related to the recipients.

The reminder shall consist of a predefined, non-editable template and shall be sent approximately twenty-four (24) hours before the appointment.

You understand there are circumstances connected to the delivery beyond our control, including but not limited to recipient settings, provider systems, network conditions, incorrect addresses, etc. due to which we cannot guarantee reminder delivery.

10. Sensitive and regulated data

Calenvio is not designed or represented as a medical-record system or as compliant with sector-specific health-information regimes.

You must not enter health information or other special-category personal data unless the processing is lawful, reasonably necessary for the Customer's business purpose, supported by an adequate basis for processing and protected by appropriate safeguards.

You are responsible for determining whether Calenvio is suitable for its regulated activity and whether a Data Protection Impact Assessment (hereinafter referred to as: "DPIA"), professional obligation, or additional contractual safeguard is required.

You understand sensitive data must not be placed in analytics events, URLs, support tickets, logs, or email reminders unless strictly necessary and lawfully protected.

11. Free Trial

First-time account holders receive a thirty (30)- day free-of-charge Trial.

The Trial commences upon account registration completion and shall last thirty (30) periods of twenty-four (24) hours in accordance with the CET/CEST time zone.

The Trial does not automatically convert to a paid Subscription

Calenvio intends to send Trial-expiry notices approximately 7, 3, and 1 day before expiry. Delivery of those notices is not a condition of expiry.

Trial expiry results in the following:

1. You may select a Monthly or Yearly Subscription;
2. If no Subscription is purchased, a grace period of thirty (30) days applies for paid subscription activation. Should there be no subscription activation during the grace period, account deletion will be initiated.
3. You understand Calenvio may apply reasonable measures to prevent repeated or abusive Trials.

12. Subscriptions, billing, and automatic renewal

Calenvio currently offers: Monthly: EUR 11 per month and Yearly: EUR 99 per year. The Yearly plan is billed as one annual payment. Paid access begins promptly after Calenvio receives confirmation of successful payment.

Unless cancelled:

1. Monthly Subscription renews each month automatically;
2. The Yearly Subscription renews each year automatically.

The Customer authorises Stripe to process the selected payment method and recurring charges. Calenvio does not store the card number or CVC.

Before purchase, the checkout should clearly display the price, Billing Period, automatic renewal, and any applicable tax information.

Price changes apply to a future renewal only after reasonable advance notice and do not retroactively change a period already paid.

13. Taxes and invoices

The Calenvio provider is not currently registered in the VAT system. The publicly displayed prices of EUR 11 and EUR 99 are intended to be final prices charged by Calenvio, subject to mandatory tax rules applicable to a particular transaction.

Calenvio issues an electronic invoice for each successful payment. Stripe may separately provide a payment confirmation or receipt.

You are responsible for providing accurate billing details and for any taxes or reporting obligations imposed directly on the Customer.

14. Plan changes and cancellation

A requested change between Monthly and Yearly is scheduled for the beginning of the next Billing Period unless Calenvio expressly offers another method.

The Subscription Owner may cancel the Subscription through the Account.

The termination shall immediately stop the next automatic renewal. The termination does not end paid access until the expiration of the current Billing Period.

15. Refunds and rights related to misuse or breach

Calenvio's rights related to misuse or breach

Where Calenvio suspends or terminates access because of serious misuse or a material breach:

1. fees for the period already used are not refunded;
2. Calenvio may, depending on the circumstances, refund only the unused portion of a prepaid period;
3. no refund is required to the extent the Customer's conduct caused cost, damage, or legal exposure, except where mandatory law requires otherwise.

Customer rights related to misuse or breach

Where a confirmed technical problem attributable solely to the fault of Calenvio materially prevents use of the principal paid functions and is not resolved within a reasonable time, Calenvio may provide:

1. a proportionate refund for the affected period; or
2. a full refund for the affected Billing Period where the Customer was effectively unable to use the paid Service

This clause shall not apply if such technical issue is attributable to a circumstance outside Calenvio's control.

A refund cannot exceed the amount actually paid for the relevant Subscription or affected period. A Trial user who paid EUR 0 has no monetary refund.

16. Failed payments, suspension, and reactivation

In the event of an unsuccessful renewal payment, the following shall apply:

1. Calenvio sends a notice requesting that the Customer check the payment method;
2. payment may be retried 8 times during a two week period; during which the paid period access extent is granted
3. after the last failed attempt, a thirty (30) days grace period is initiated
4. if the service is not reactivated during that grace period, the account shall be deleted

17. Service limits and fair use

The current public limits are:

1. up to 10 business locations and
2. up to 20 users;

Calenvio may use reasonable technical rules to count and enforce limits. The detailed treatment of archived, cancelled, duplicate, deleted, or inactive records may depend on the product configuration.

Calenvio shall give reasonable notice or an in-product warning where practicable before blocking an action due to reaching a limit.

You shall not bypass limits by opening abusive duplicate Accounts or manipulating records.

18. Third-party services and links

You understand the Services rely on third-party providers, which may include the following providers:

1. DigitalOcean for hosting and infrastructure;

2. Stripe for payments and Subscriptions;
3. Brevo for transactional and reminder emails;
4. Sentry for error and performance monitoring;
5. Cloudflare for DNS, back up and, if later enabled, proxy, CDN, or tunnel services;
6. Authentication software and providers used through Auth.js/NextAuth.

You understand third-party services are subject to their own terms and privacy practices.

You understand Stripe processes payment information but is not the seller of the Calenvio Subscription.

You understand Cloudflare is currently described as DNS infrastructure.

19. Service changes, maintenance, and availability

We may perform planned or emergency maintenance and modify technical components where reasonably necessary for security, reliability, performance, legal compliance, or product development.

We shall use commercially reasonable efforts to minimise material interruptions but do not provide a contractual uptime SLA and do not guarantee that the Services will always be uninterrupted or error-free.

Where a change materially reduces core paid functionality or Your services, we will provide reasonable notice unless an urgent security or legal change requires faster or confidential action.

We may discontinue a feature or the Services, subject to reasonable notice and mandatory rights where applicable.

20. Suspension and termination

We may suspend or terminate access at our sole discretion for reasonable grounds, including, but not limited to, any material breach of these Terms, and/or unlawful use, serious misuse, security risk, attempted unauthorised access, non-payment following the applicable billing process, upon receiving a court, regulatory or other legal request or for protection of Customers, data subjects, third parties or the Services.

Where appropriate, we will provide notice of such occurrence and a reasonable opportunity to remedy the issue.

21. Export, Subscription Expiry and Account deletion

1. Export

The Customer may request an export of reasonably available Customer Data by contacting support@calenvio.com

We will provide a reasonably available structured format, taking into consideration the nature of the data, technical feasibility, identity verification, security, and applicable law.

2. Subscription Expiry

When a Free Trial or paid Subscription expires, or payment finally fails:

- a) The company switches to “read only” mode. Data remains visible but cannot be modified.
- b) The Customer has a thirty (30) days grace period to activate or reactivate the Subscription.
- c) If the Subscription is activated or reactivated within the grace period, no deletion will take place and the Calenvio app continues to work normally. During the grace period, the Customer will receive two upcoming deletion email notifications:
 - a) **First notification:** seven (7) days before the scheduled Account Deletion.
 - b) **Final notification:** at least one (1) day before the scheduled Account Deletion.

Each notification contains the scheduled Account Deletion date, information on which data will be deleted, and a button to activate the Subscription.

With the exception of an express deletion request, account deletion is never carried out before the grace period has expired. However, it may be postponed in the following cases:

- a) **Delayed notifications:** if a technical issue delays the notifications, the Account Deletion date is automatically postponed so that the Customer receives both notifications and has at least seven (7) days’ notice.
- b) **Payment in progress:** if the Customer is in the middle of a payment process at the time of the scheduled Account Deletion, the deletion is postponed until the process is completed.

3. Account deletion

After the grace period expires, the following rules apply:

1. Subscription Owner Account

- a) The Subscription Owner Account is deleted. This includes all company data (client information, appointments, staff members, services and company settings), all Subscriptions, and the account profile with the payment provider (Stripe).
- b) The Customer receives a deletion confirmation by email.
- c) The Customer can no longer access their company in the Calenvio app. If the Customer has no Invited Subscription User Account in another company (see 21.3.2. below), all data of the account is deleted and the Customer can no longer access Calenvio with this account.

2. Subscription Owner who is also an Invited Subscription User in another company

The Subscription Owner Account is deleted as described in 21.3.1. except for the Customer’s name, email and password. This data is retained, and the Invited Subscription User Account remains active, so that the Customer can continue working in the other Subscription Owner’s company.

3. Invited Subscription User Accounts of the deleted company

- a) When a Subscription Owner Account is deleted, all Invited Subscription User Accounts associated with that company are also deleted.
- b) If a person is also an Invited Subscription User in another company, that account remains active.

c) Invited Subscription Users do not receive deletion confirmations.

4. Express Deletion Requests

In the event of an express deletion request, the data is deleted immediately following the process described in 21.3. (Account Deletion) with an exception related to the grace period. For the avoidance of doubt, in the event of an express deletion request, the grace period does not apply.

5. Data Retention after Account Deletion

- a) **Free Trial misuse prevention:** after a Subscription Owner Account is deleted, Calenvio retains the Customer's email address in pseudonymised form (hash) for as long as necessary to prevent abuse of the Free Trial. If a former Subscription Owner creates a new Subscription Owner Account, the Free Trial is not available.
- b) **Payment provider:** Stripe may retain Customer Account and Payment Data in accordance with its own data retention rules and for compliance with applicable laws.

22. Confidentiality

Each party must protect the other party's non-public confidential information using reasonable care and use it only in connection to the Services as described in this agreement.

Confidential information shall include but not be limited to Customer Data, security information, business plans, technical documentation, trade secrets, and non-public product information.

The following information shall be considered exempt from the confidentiality obligations:

- 1. Information which becomes public without breaching clause 22 (Confidentiality).
- 2. Information which was lawfully known before disclosure
- 3. Information which is independently developed and/or lawfully received by a third party
- 4. Each Party may disclose Confidential information where it is required to do so by law, order of a court of competent jurisdiction, regulatory request or upon other valid legal basis provided it shall, if permitted, without delay notify the other Party of such required disclosure.

23. Personal Data

Please refer to Our [Privacy Policy](#) for details on personal data processing with respect to Our Services.

With respect to the processing of personal data of Your Clients that you provide to us through our Services, You are the controller and Calenvio is the processor. You guarantee that You have obtained all required and valid consents under the applicable data protection laws and regulations (such as the EU General Data Protection Regulation) as required for the processing of personal data by Calenvio for the

performance of Our Services. We will process that personal data only upon Your instructions and in accordance with these Terms and the [Data Processing Agreement](#).

24. Disclaimers

The Services are provided with reasonable professional care but may contain errors, experience interruptions, or depend on third-party networks and providers

Except as expressly stated in these Terms all warranties relating our Services including but not limited to fitness for a particular purpose, title, non-infringement, particular business outcome, uninterrupted or error-free availability, delivery of every email, suitability for every regulated activity are excluded to the extent permissible by law.

25. Limitation of liability

To the maximum extent permitted by law, Calenvio's total aggregate contractual liability arising from the Services or these Terms is limited to the amount payable by the Customer to Calenvio during the twelve (12) months before the event giving rise to the claim.

Nothing contained within this agreement excludes or limits:

Either party's liability for: death or personal injury to persons resulting from: indemnity obligations as stipulated in 26 (Third-party claims and indemnification) . negligence; wilful misconduct; fraud or fraudulent misrepresentation; or any other liability that cannot be limited or excluded under applicable law; your breach of sections in this agreement regulating your obligations with respect to data protection, confidentiality, warranties and disclaimers and payment terms.

In no event will we be liable for (a) any special, indirect, incidental, consequential damages, punitive or exemplary damages, any regulatory fines or penalties, any financial/economic loss or for lost or anticipated revenues or profits or wasted expenditure arising out of or in any way related to this agreement, notwithstanding whether arising directly or indirectly; (b) any damages resulting from inaccurate data provided by you, or transmission errors external to our platform; or (c) any third party claims against you

26. Third-party claims and indemnification

To the extent permitted by law, a business Customer will defend and indemnify Calenvio against a third-party claim resulting from:

1. Unlawfully processed Customer Data;
2. the Customer's lack of required rights, notices, or legal basis;
3. unlawful communication with Clients;
4. infringement of third-party rights;
5. serious misuse of the Services;
6. a material breach of these Terms by the Customer
7. Breach of applicable data protection legislation.

This obligation does not apply to the extent a claim was proven to be caused by Calenvio's breach of law, security obligations, or these Terms.

Calenvio will provide reasonable notice of a covered claim. The Customer may control the defence using qualified counsel, but may not agree to a settlement that admits fault by Calenvio, impose obligations on Calenvio, admit liability in connection with the claim or compromise Calenvio's rights without explicit written approval from Calenvio.

27. Electronic communications and changes to these Terms

You agree to receive the service, account, billing, legal, and security communications electronically.

In the event of any material changes to these Terms, Calenvio will provide at least thirty (30) days' notice by email and, where appropriate, an in-app notice.

You understand any security, legal, regulatory, court-ordered, bug-fix, or similarly urgent changes may take effect sooner after notice.

Calenvio will maintain version and effective-date information and may require renewed acceptance where required by law or the nature of the change.

Continued use after the effective date of any change shall constitute acceptance to the extent permitted by law.

28. Governing law and dispute resolution

These Terms shall be governed by and construed in accordance with the laws of the Republic of Croatia, and the parties hereto submit to the exclusive jurisdiction of the court in Pula for the purpose of enforcing any claim arising hereunder.

Notwithstanding the above, it is expressly agreed by the Parties that if You fail to pay any fees due and owing to Us within the stipulated time frame, We shall be at liberty to initiate debt recovery actions, including, for the avoidance of doubt, the initiation of debt recovery proceedings before a court of Your registered seat.

29. Support

We will provide online technical support via email in respect of the Service available to You at the following e-mail address: support@calenvio.com

30. Miscellaneous

You may not assign these Terms or transfer the Account without our written consent.

Calenvio shall be entitled to assign, in whole or in part, any rights, interests or obligations under this Agreement to either third parties or Calenvio successors without Your prior written consent.

If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

No failure by either party hereto to exercise, and no delay by such party in exercising, any right hereunder shall operate as a waiver thereof.

These Terms do not create a partnership, employment, agency, or joint venture.

31. Contact

Questions about these Terms may be sent to: support@calenvio.com

Legal notices to Calenvio may also be addressed to: **FILIPPLJA**, obrt za usluge, vl. Darko Tomičić, Filipana 7A, Filipana, Marčana, Istra 52206, Republika Hrvatska