

Korisnik usluga portala balkanhardenduro.com je pročitao i u svemu je saglasan sa sledećim:

Pravila i uslovi korišćenja portala balkanhardenduro.com

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## 1. PRUŽALAC USLUGA

Portal balkanhardenduro.com svojim korisnicima usluga – pruža besplatne i plaćene usluge objavljivanja i promocije komercijalnih poruka na Internetu kao i vlastitih sadržaja, sadržaja partnera i oglašivača, besplatnih sadržaja i linkova na spoljne stranice.

Portal balkanhardenduro.com svojim posetiocima u dobroj nameri obezbeđuje korišćenje sadržaja svih svojih sadržaja. Svi posetioci imaju pravo na besplatno korišćenje sadržaja portala dvatocka.com, ukoliko ne krše pravila korišćenja.

Portal balkanhardenduro.com objavljuje u dobroj nameri a sve sadržaje portala koristite na vlastitu odgovornost a balkanhardenduro.com. i njen vlasnik se ne mogu smatrati odgovornim za bilo kakvu štetu nastalu njegovim korišćenjem.

Pristup portalu balkanhardenduro.com i svim njegovim sadržajima dozvoljen je osobama bilo kog uzrasta.

## 2. LINKOVI NA SPOLJNE STRANICE

Portal balkanhardenduro.com sadrži linkove na web stranice izvan vlastitog portala.

Portal balkanhardenduro.com objavljuje linkove u dobroj nameri i ne može se smatrati odgovornim za sadržaje izvan portala.

## 3. SPOLJNI SARADNICI

Portal balkanhardenduro.com štiti privatnost saradnika i korisnika u najvećoj mogućoj meri. Portal balkanhardenduro.com se obavezuje da će u dobroj nameri koristiti podatke dobijene od saradnika i korisnika tokom korišćenja portala, te da privatne podatke neće distribuirati, niti prodavati trećoj strani, osim uz dozvolu korisnika.

Portal balkanhardenduro.com može u skladu sa zakonom prikupljati određene podatke o saradnicima i korisnicima dobijene tokom korišćenja portala (isključivo podaci o računaru i podaci o Internet provajderu) ili podatke unešene u postupku registracije. Ove podatke portal balkanhardenduro.com koristi kako bi imao informacije o saradnicima i korisnicima koji ga koriste, te na taj način poboljšao

portal i njegove sadržaje dodatno usmerio i prilagodio publici koja ga posećuje. Na osnovu tih podataka saznajemo koji su sadržaji najpopularniji među kojom publikom.

Portal balkanhardenduro.com se obavezuje da prikupljene privatne podatke, poput e-mail adrese, imena i prezimena i ostale lične podatke, neće bez dozvole svakog pojedinačnog korisnika prodavati, niti distribuirati, osim demografskih podataka za grupu korisnika bez odavanja privatnih podataka.

Portal balkanhardenduro.com se obavezuje da će čuvati privatnost saradnika i korisnika portala, osim u slučaju teškog kršenja pravila portala balkanhardenduro.com ili nezakonitih aktivnosti korisnika.

#### 4. REKLAMIRANJE I SPONZORSTVA

Delovi sajta ili ceo sajt povremeno mogu da sadrže reklame ili sponzorstva. Oglašivači i sponzori su odgovorni da obezbede da je svaki materijal na sajtu u saglasnosti sa važećim zakonima, propisima i kodeksom ovih uslova. Nećemo biti odgovorni za bilo kakvu grešku ili netačnost ovih reklamnih ili sponzorskih materijala.

#### 5. BESPLATNE USLUGE

Portal balkanhardenduro.com pruža usluge besplatnog klasifikovanog objavljivanja komercijalnih poruka – oglasa kao u skladu sa definicijama iz člana 2. Zakona o oglašavanju Republike Srbije i člana 3. stav 8. Zakona o elektronskoj trgovini Republike Srbije.

#### 6. PLAĆENE USLUGE

Portal balkanhardenduro.com pruža plaćene usluge i to:

1. a) promocije besplatno postavljenih komercijalnih poruka – oglasa a sa ciljem povećanja njihove vidljivosti i posećenosti,
2. b) usluge reklamiranja putem banera i
3. c) usluge prodajnih izloga.

Portal balkanhardenduro.com zadržava pravo da bez najave menja cene svojih plaćenih usluga u skladu sa svojom poslovnom politikom.

#### 7. REGISTRACIJA I OGLAŠAVANJE OD STRANE KORISNIKA USLUGA

Za korišćenje usluga balkanhardenduro.com neophodna je registracija koja je besplatna. Registracija se obavlja prijavom na sistem balkanhardenduro.com a zatim klikne na link potvrde u registracionom e-mailu koji je dobio od balkanhardenduro.com

Registrovani i ulogovani korisnik usluga može postavljati komercijalne poruke i/ili koristiti sistem elektronskih poruka za kontakt sa drugim korisnicima usluga.

Korisnik usluga može imati samo jedan registrovani nalog.

Registrovani korisnik usluga koji je postavio komercijalnu poruku – oglas, ima sva prava i obaveze proistekle iz Zakona o oglašavanju Republike Srbije.

Za oglašavanje na dvatocka.com, po članu 45. Zakona o oglašavanju Republike Srbije, neophodna je identifikacija oglašivača. Registrovani korisnik usluga ne mora uneti lične podatke sa kojim se identifikuje, ali u tom slučaju ne može postaviti komercijalnu poruku – oglas.

Registrovani korisnik usluga prihvata mogućnost kontakta na e-mail ili na broj telefona: u cilju realizacije prodaje ili kupovine iz oglasa, kao i kontakta u vezi sa pomoći ili bilo kojim promotivnim sadržajem od strane balkanhardenduro.com. Korisnik usluga prihvata da će sadržaj njegove komercijalne poruke – oglasa – predati tekst sa slikama i njegov kontakt telefon, biti objavljeni na Internet stranicama balkanhardenduro.com, kao i po mogućstvu na Facebook stranici balkanhardenduro.com, te da će kao takav biti javno dostupan svima na Internetu.

Komercijalne poruke – oglasi (uključujući i one koji koriste usluge plaćene promocije) moraju biti u skladu sa Zakonom o oglašavanju Republike Srbije i Zakonom o autorskim i srodnim pravima. Svaki oglas koji nije u skladu sa Zakonom o oglašavanju i Zakonom o autorskim i srodnim pravima biće obrisano sa dvatocka.com uz obaveštenje oglašivaču.

## 8. ZABRANJENO OGLAŠAVANJE

Korisnici usluga moraju poštovati sledeće zabrane:

- Zabranjeno je oglašavati se suprotno odredbama Zakona o oglašavanju Republike Srbije.
- Zabranjeno je oglašavati: neistinito i lažno, dovoditi nekog u zabludu i na način na koji se neko vređa, nekome nanosi šteta ili koristi nečija lakovernost.
- Zabranjeno je oglašavanje: piratskih kopija proizvoda, Internet naloga, medicinskih ili medicinsko alternativnih postupaka i metoda, nadržilekarstva, opojnih droga i njihovog korišćenja, oružja i municije, uključujući kopije, startne pištolje i vazdušno oružje, duvana i duvanskih proizvoda (uključujući i elektronske cigarete) i njihovog konzumiranja, alkoholnih pića (sem piva i vina) i njihovog konzumiranja.
- Zabranjeno je oglašavanje prostitucije i pornografskih sadržaja, kao i igara na sreću.
- Zabranjeno je oglašavanje preprodaje ulaznica za bioskope, sportske i druge priredbe.
- Zabranjeno je oglašavanje u formi javnog obraćanja ili proglašenja.
- Zabranjeno je oglašavanje sredstava za lečenje.

- Zabranjeno je oglašavanje anaboličkih stereoida i sredstava za potenciju.
- Zabranjeno je oglašavanje sprejeva za samoodbranu i paralisanje.
- Fizičkim licima je zabranjeno oglašavanje potpuno novih stvari, s obzirom da je za to neophodna registracija pravnog lica ili preduzetnika (“svojtvo trgovca”, po Zakonu o trgovini).

## 9. ZABRANJENE RADNJE PRILIKOM OGLAŠAVANJA

Prilikom postavljanja oglasa korisnici usluga moraju poštovati sledeće zabrane:

- Zabranjeno je ponoviti više puta identičan ili sličan oglas (spamovanje). Slični oglasi su oni koji imaju isti predmet prodaje.
- Zabranjeno je ubacivanje URL linka firme, webshopa ili drugog sajta (pogotovu konkurentskog ili sajta koji promovise “zaradu preko Interneta”), u svrhu reklame.
- Zabranjeno je postavljanje slika koje nisu samo fotografije proizvoda već sadrže grafičku obradu radi isticanja, logotip firme i drugih Internet portala kao i fotografije osoba.
- Zabranjeno je unositi specijalne grafičke karaktere u naslov ili opis oglasa sa ciljem isticanja oglasa.
- Zabranjeno je unositi tekstove koji nisu u vezi sa predmetom oglašavanja (npr. komentari, poezija, citati, tagovi radi bolje posećenosti i slično).
- Zabranjeno je učestalo postavljanje i brisanje oglasa radi dominacije na prvim stranicama grupa ili kategorija – pravilo fer korišćenja besplatnog korišćenja usluga. Učestalim se smatra češće od jednom u 3 dana.
- Zabranjeno je namerno postavljanje oglasa u pogrešnim odnosno neprikladnim kategorijama i grupama.

## 10. PRAVILA I USLOVI ZA SLANJE ELEKTRONSKIH PORUKA

Svojim registrovanim korisnicima balkanhardenduro.com nudi uslugu besplatne komunikacije putem elektronskih poruka. Komunikacija putem poruka je slobodna pod uslovom poštovanja sledećih zabrana:

- Zabranjeno je koristiti balkanhardenduro.com za slanje uvredljivih poruka drugim korisnicima usluga.
- Zabranjeno je slanje spam poruka korisnicima usluga balkanhardenduro.com. Spam poruka je više puta ponovljena poruka koja nije u vezi sa oglasom oglašivača.
- Zabranjeno je korišćenje URL-ova ka oglasima ili stranicama na balkanhardenduro.com u spam e-mail porukama korisnika ka drugim korisnicima Interneta, koji nisu unapred dali odobrenje za primanje takvih e-mail poruka.
- Zabranjeno je slanje poruka u kojima se direktno ili indirektno promovisu drugi portali ili sajtovi.

## 11. TRGOVINA IZMEĐU KORISNIKA

Portal balkanhardenduro.com ne posreduje u trgovini između korisnika usluga. Svaka trgovina ili razmena između korisnika usluga balkanhardenduro.com je na sopstveni rizik i balkanhardenduro.com, niti njegov vlasnik, neće snositi nikakvu odgovornost za eventualnu štetu nastalu prilikom bilo kakvih transakcija između korisnika usluga. Korisnici usluga se u svakom slučaju pozivaju na oprez prilikom međusobne trgovine.

## 12. AUTORSKA PRAVA I ZABRANA NEOVLAŠĆENOG KOPIRANJA I KORIŠĆENJA SADRŽAJA OBJAVLJENIH NA DVATOCKA.COM

U skladu sa Zakonom o autorskom i srodnim pravima Republike Srbije zabranjeno je bilo kakvo, ručno ili softversko neovlašćeno kopiranje i skrepanje sadržaja ili delova sadržaja objavljenih na balkanhardenduro.com. Pod sadržajem se podrazumevaju tekstualni sadržaji stranica, komercijalne poruke – oglasi, korisniški podaci, zanimljivosti, fotografije, logotipi, grafička rešenja i svi ostali sadržaji koji se po Zakonu o autorskom i srodnim pravima smatraju autorskim delom. IT WAY Beograd će prekršioca goniti sudski.

Korisnik usluga – oglašivač zadržava autorsko pravo nad pojedinačnim tekstom i slikama svoje komercijalne poruke – oglasa. Korisnik usluga – oglašivač pristaje na umetanje vodenog žiga od strane balkanhardenduro.com u svaku od slika koju čini njegova komercijalna poruka kao i na obradu dimenzija slika radi njihovog estetskog uklapanja u izgled stranica na balkanhardenduro.com.

## 13. PRIKUPLJANJE I OBRADA PODATAKA

Prikupljanje i obrada podataka od strane balkanhardenduro.com se obavlja u skladu sa sledećim:

- balkanhardenduro.com od svojih registrovanih korisnika usluga – oglašivača prikuplja lične podatke odnosno podatke firme, ako su u pitanju pravna lica.
- Svrha, odnosno obaveza prikupljanja ličnih podataka radi identifikacije uređena je Zakonom o oglašavanju Republike Srbije, član 45. Svrha prikupljanja podataka je takođe i sprečavanje zloupotreba u oglašavanju kao i interna obrada podataka u cilju generisanja demografskih izveštaja.
- Prikupljeni podaci se skladište u bazi podataka balkanhardenduro.com i koriste se za ostvarivanje, odnosno kontrolu bezbednog oglašavanja na balkanhardenduro.com. Lični podaci oglašivača se čuvaju 1. (jednu) godinu od dana poslednjeg objavljivanja njegovog oglasa.
- Lica koja koriste podatke su: lica koja imaju ugovorni ili radni odnos sa portalom balkanhardenduro.com, kao i lica sa kojima član stupa u komunikaciju (u meri u kojoj je to neophodno za komunikaciju), i svi državni organi koji po sili zakona ili odluci suda imaju pravo na korišćenje podataka.
- Davanje ličnih podataka za identifikaciju je dobrovoljno. Registrovani korisnik koji ne želi da unese svoje podatke to i ne mora, ali u tom slučaju ne može postaviti oglas na balkanhardenduro.com. Takav korisnik i dalje može koristiti ostale usluge dvatocka.com. U slučaju da korisnik usluga želi da postavi oglas na balkanhardenduro.com, onda je po sili Zakona o oglašavanju, član 45, obavezan da

dostavi svoje podatke portalu balkanhardenduro.com kako bi se korisnik identifikovao. Ti podaci moraju biti istiniti.

- Korisnik usluga koji je uneo svoje podatke prilikom postavljanja oglasa, ima pravo da svoje podatke opozove. Zahtevom administraciji njegov nalog se prebacuje u neaktivno stanje, a svi podaci iz deklaracije takvog korisnika se brišu 31. dana u odnosu na dan poslednjeg objavljivanja bilo kog njegovog oglasa. Takav korisnik više ne može koristiti usluge balkanhardenduro.com.
- Prilikom promene podataka, korisnik usluga koji je uneo svoje podatke, ima obavezu da prilikom sledećeg postavljanja oglasa svoje podatke ažurira.
- U slučaju nedozvoljene obrade korisnici usluga imaju prava na zaštitu podataka o ličnosti, kao i drugih prava koja im po zakonu pripadaju.
- Portal balkanhardenduro.com ne odgovara za tačnost podataka koje su na njega unela druga lica, kao ni za tačnost rezultata obrade takvih podataka.

#### 14. SANKCIJE ZBOG KRŠENJA PRAVILA I USLOVA

Za bilo koje kršenje pravila i uslova korišćenja dvatocka.com, ili nepoštovanje zabrana ili kršenje zakona od strane korisnika usluga, moguće je izricanje opomene, privremene i trajne blokade naloga za korišćenje usluga balkanhardenduro.com. Po pravilu, a u zavisnosti od težine prekršaja, administracija balkanhardenduro.com najpre izriče meru opomene, a zatim privremene i trajne blokade naloga. Korisnici usluga čiji je nalog privremeno ili trajno blokiran nemaju prava ni na kakvu nadokandu štete zbog toga što za vreme trajanja blokade naloga nisu mogli da koriste usluge balkanhardenduro.com.

Sankcije se mogu primeniti i u slučajevima kada nije došlo do kršenja pravila i uslova, i to u cilju sprečavanja nastajanja štete ili kada usled određenog činjenja ili nečinjenja od strane korisnika usluga dolazi do otežavanja poslovne aktivnosti ili otežavanja rada portala balkanhardenduro.com.

#### 15. ISKLJUČENJE ODGOVORNOSTI

Portal balkanhardenduro.com isključuje sopstvenu odgovornost u skladu sa sledećim članovima Zakona o elektronskoj trgovini Republike Srbije:

- U skladu sa članom 16. Zakona o elektronskoj trgovini Republike Srbije, balkanhardenduro.com nije odgovoran za sadržaj elektronskih poruka koje korisnici razmenjuju koristeći sistem za poruke balkanhardenduro.com.
- U skladu sa članovima 17. i 18. Zakona o elektronskoj trgovini Republike Srbije, balkanhardenduro.com nije odgovoran za sadržaj podataka skladištenih u bazi podataka i/ili objavljenih na balkanhardenduro.com.
- U skladu sa članom 19. Zakona o elektronskoj trgovini Republike Srbije, balkanhardenduro.com nije odgovoran za sadržaj na drugim portalima u slučaju kada korisnici usluga u svojim komercijalnim porukama ili elektronskim porukama umeću linkove koji vode ka tim drugim portalima.

- U skladu sa članom 20. Zakona o elektronskoj trgovini Republike Srbije, balkanhardenduro.com nije dužan da pregleda podatke koje je skladištio, preneo ili učinio dostupnim odnosno da ispituje okolnosti koje bi upućivale na nedopustivo delovanje korisnika usluga.

## 16. ISKLJUČENJE ODGOVORNOSTI U SLUČAJU NEDOSTUPNOSTI I NEEMITOVANJA KOMERCIJALNIH PORUKA

Iz razloga više sile ili tehničkih problema moguće je da balkanhardenduro.com nije dostupan svima ili nekom delu svojih korisnika u toku određenih vremenskih perioda. U takvim slučajevima ne odgovaramo za eventualnu štetu nastalu zbog neemitovanja komercijalnih poruka. Portal balkanhardenduro.com zadržava pravo da iz bilo kog razloga odbije objavljivanje komercijalne poruke, i u tom slučaju ne odgovara za eventualnu štetu nastalu ovim činjenjem.

## 17. GARANCIJA

Portal balkanhardenduro.com ne garantuje:

- tačnost, potpunost i istinitost oglasa ili teksta u njima, kao ni sam kvalitet, sigurnost i legalnost ponuđenih proizvoda i usluga postavljenih na portal balkanhardenduro.com.
- nadležnost druge strane u zaključivanju sporazuma, ispravnost, potpunost i tačnost ličnih podataka oglašivača, koje je isti koristio na ispravan način u poslovanju
- da na stranicama neće biti grešaka i da će sve funkcionisati bez prekida u svakom trenutku
- da će treća strana legalno koristiti portal dvatocka.com svo vreme.

## 18. KONTAKT SA KORISNIČKIM TIMOM I ZABRANA OBJAVLJIVANJA PREPISKE

Za kontakt sa korisničkim timom balkanhardenduro.com korisnici se upućuju na kontakt formu. Odgovor administratora ili korisničkog tima balkanhardenduro.com ne mora da odražava stanovište ovog portala pa u skladu sa tim korisnici usluga ne mogu ostvariti nikakva prava na osnovu takve pisane prepiske. Zabranjeno je bilo kakvo objavljivanje pisane prepiske korisničkog tima balkanhardenduro.com sa korisnikom usluga bez pisane dozvole vlasnika ovog portala ili njegovih ovlašćenog lica.

## 19. ZAŠTITA PRIVATNOSTI

Lični podaci registrovanih korisnika usluga neće biti dostupni trećim licima i biće tretirani u skladu sa Zakonom o zaštiti podataka o ličnosti Republike Srbije. Izuzetak predstavlja zahtev istražnih organa Republike Srbije, u kom slučaju je balkanhardenduro.com obavezan da raspoložive podatke o korisniku usluga dostavi istražom organu (Tužilaštvo, MUP) na njihov pisani zahtev sa navedenim pravnim osnovom.

Lični podaci registrovanih korisnika su enkriptovani 128-bitnom AES enkripcijom za zaštitu podataka.

## 20. PRODAVNICA

Portal balkanhardenduro.com nudi mogućnost zakupa ličnog prodajnog Internet prostora (u daljem tekstu prodavnica) u kome se prikazuju svi oglasi korisnika usluga. Korisnik usluge prodavnice mora u svemu poštovati pravila i uslove korišćenja dvatocka.com. Prilikom aktivacije prodavnice zabranjeno je koristiti zaštićena imena. Nakon isteka prodavnice, Internet adresa prodavnice ostaje rezervisana 30 dana. Nakon ovog perioda ona se briše iz baze i slobodna je drugim korisnicima usluga za zakup. U slučaju trajnog blokiranja korisničkog naloga blokira se i njegova prodavnica. Iz razloga više sile ili tehničkih problema, prodavnica može biti nedostupna. Korisnik usluga ni u kom slučaju ne može od portala balkanhardenduro.com zahtevati bilo kakvu odštetu zbog nedostupnosti prodavnice. Ovaj portal zadržava pravo da korisničku prodavnicu ukine ili izmeni kako bi obezbedio poštovanje pravila i uslova ili kako bi unapređivao funkcionalnosti prodavnica.

## 21. YOUTUBE

Portal balkanhardenduro.com objavljuje video fajlove koji su locirani na serverima YouTube.com.

Video fajlovi koji su označeni kao "Related" postavljeni su po automatizmu YouTube softvera na koji Portal balkanhardenduro.com nema niti može imati uticaja. Samim tim portal balkanhardenduro.com nije odgovoran za sadržaje ovih video fajlova.

## 22. ODŠTETA

Pristajete da obeštete nas i bilo kog našeg službenika, direktora, zaposlenog, agenta, predstavnika, imaoca licence, dobavljača i provajdera operativnih usluga, na zahtev protiv bilo koje i svake tvrdnje, akcije, postupka, zahteva, štete, gubitaka, obaveza, troškova i izdataka koje smo pretrpeli, a nastalih kao rezultat Vašeg korišćenja sajta, osim u skladu sa ovim uslovima, ili bilo kojim važećim zakonima i propisima.

## 23. VIRUSI, HAKOVANJE, I DRUGI PREKRŠAJI

Ne smete da zloupotrebite sajt uvođenjem, prenosom ili nameštanjem slanja bilo kakvih virusa, loših fajlova, Trojanaca (Trojan Horse), crva (Worm), vremenskih i logičkih bombi, keystroke logger, spajvera (Spyware), advera (Adware) ili drugih materijala koji su napravljeni da na razne načine utiču na rad bilo kog kompjuterskog softvera, hardevra ili telekomunikacione opreme, ili koji utiču na presretanje ili preuzimanje bilo kakvih podataka ili ličnih informacija. Ne smete pokušavati da dobijete neautorizovani pristup sajtu, serveru na kom se on nalazi ili bilo kom serveru, kompjuteru ili bazi podataka koji su povezani sa ovim sajtom. Ne smete napadati sajt odbijanjem usluge (DoS), distribuiranim odbijanjem usluge (DdoS) ili bilo kojim drugim napadom.

Svako kršenje ovih odredbi smatra se krivičnim prekršajem. Mi ćemo prijaviti svako kršenje propisa odgovarajućim pravosudnim organima i sarađivaćemo sa njima na otkrivanju Vašeg identiteta. U slučaju ovakvog prekršaja, Vaša prava da koristite sajt biće momentalno obustavljena.



Ne snosimo nikakvu odgovornost za bilo kakav gubitak ili štetu koja je nastala usled DdoS napada, virusa, ili drugih tehnički štetnih materijala koji mogu inficirati Vašu kompjutersku opremu, kompjuterski program, podatke ili drugi materijal zbog korišćenja sajta, preuzimanja bilo kakvog materijala sa sajta ili materijala sa sajtova koji su povezani sa našim.

#### 24. MODIFIKOVANJE I PROMENE PRAVILA

Portal balkanhardenduro.com zadržava pravo da bez najave povremeno promeni ili modifikuje pravila. O važnim promenama i dopunama portal balkanhardenduro.com može obavestiti korisnike putem e-maila ili objavljivanjem na portalu.

Korišćenjem bilo kog sadržaja na portalu balkanhardenduro.com podrazumeva da ste upoznati sa najnovijim pravilima.

#### 25. ZAKONODAVSTVO

Uslovi se rukovode i tumače u skladu sa zakonima Republike Srbije.

#### 26. SPOROVI

Svaki spor koji proizađe ili je povezan sa sajtom, biće podređen isključivoj nadležnosti sudova Srbije u Beogradu.

balkanhardenduro.com

A user of balkanhardenduro.com has read and agrees to the following:

Terms and conditions of use of balkanhardenduro.com

(Last modified on 2/19/2020)

### 1. SERVICE PROVIDER

Balkanhardenduro.com offers its users services - it provides free and paid services for posting and promoting commercial messages on the Internet as well as their own content, partner and advertiser content, free content and links to external sites.

The balkanhardenduro.com portal makes good use of the content of all its content to its visitors. All visitors have the right to use the content of dvatocka.com free of charge if they do not violate the rules of use.

Balkanhardenduro.com publishes well intentioned use of all contents of the portal at your own risk and balkanhardenduro.com. and its owner cannot be held liable for any damage resulting from its use. Access to balkanhardenduro.com and all its contents is restricted to anyone of any age.

### 2. LINKS TO EXTERNAL SITES

The balkanhardenduro.com portal contains links to websites outside its own portal.

Balkanhardenduro.com publishes the links in good faith and cannot be held responsible for content outside the portal.

### 3. EXTERNAL ASSOCIATES

Balkanhardenduro.com protects the privacy of associates and users to the fullest extent possible.

Balkanhardenduro.com commits itself to use in good faith the information received from associates and users during the use of the portal, and that it will not distribute or sell private information to a third party, except with the permission of the user.

The balkanhardenduro.com portal may, in accordance with the law, collect certain information about associates and users obtained during the use of the portal (only computer data and information about the Internet service provider) or data entered during the registration process. Balkanhardenduro.com uses this information to provide information about associates and users who use it, thereby further enhancing the portal and its contents and further tailoring it to the audience who visits it. Based on this information, we find out what content is most popular with which audience.

Balkanhardenduro.com commits that the collected private information, such as e-mail address, name and other personal information, will not sell or distribute without the permission of each individual user, except for demographic data for a group of users without disclosing private information.

Balkanhardenduro.com is committed to protecting the privacy of associates and users of the portal, except in the case of serious breach of the rules of balkanhardenduro.com portal or illegal activities of users.

### 4. ADVERTISING AND SPONSORSHIPS

Parts of the site or the entire site may occasionally contain advertisements or sponsorships. Advertisers and sponsors are responsible for ensuring that all material on the site complies with applicable laws, regulations and code of these Terms. We will not be responsible for any error or inaccuracy of these advertising or sponsorship materials.

### 5. FREE SERVICES

The balkanhardenduro.com portal provides services of free classified publication of commercial messages - advertisements as defined in Article 2 of the Law on Advertising of the Republic of Serbia and Article 3, Paragraph 8 of the Law on Electronic Commerce of the Republic of Serbia.

### 6. PAYMENT SERVICES

Balkanhardenduro.com provides paid services as follows:

1. a) Promoting free commercial messages - advertisements aimed at increasing their visibility and attendance,

2. b) banner advertising services and
3. c) shop window services.

Balkanhardenduro.com reserves the right to change the prices of its paid services in accordance with its business policy without notice.

## 7. REGISTRATION AND ADVERTISING BY THE SERVICE USERS

To use balkanhardenduro.com you need a free registration. Registration is done by logging in to balkanhardenduro.com and then clicking on the confirmation link in the registration email received from balkanhardenduro.com

A registered and logged in user of the service may post commercial messages and / or use an electronic messaging system to contact other service users.

A service user may have only one registered account.

The registered user of the service who posted the commercial message - advertisement, has all rights and obligations arising from the Law on Advertising of the Republic of Serbia.

For advertising on dvatocka.com, under Article 45 of the Law on Advertising of the Republic of Serbia, the identification of the advertiser is required. The registered user of the service does not have to enter personal information with which he identifies himself, but in that case he cannot place a commercial message - an advertisement.

The registered user of the service accepts the possibility of contact by e-mail or phone number: in order to realize the sale or purchase of ads, as well as contact regarding help or any promotional content by balkanhardenduro.com. The Service User acknowledges that the content of his commercial message - the advertisement - will submit the text with pictures and his contact phone, be published on the balkanhardenduro.com website and, if possible, on the balkanhardenduro.com Facebook page, and as such will be publicly available to all on Internet.

Commercial Messages - Ads (including those using paid promotion services) must comply with the Advertising Law of the Republic of Serbia and the Law on Copyright and Related Rights. Any ad that does not comply with the Advertising and Copyright and Related Laws will be deleted from dvatocka.com with notice to the advertiser.

## 8. PROHIBITED ADVERTISING

Service users must comply with the following prohibitions:

- It is forbidden to advertise contrary to the provisions of the Law on Advertising of the Republic of Serbia.
- It is forbidden to advertise: untrue and false, misleading someone and in the way of offending, harming or using someone's gullibility.
- It is prohibited to advertise: pirated copies of products, Internet accounts, medical or medically alternative procedures and methods, adulteration, narcotics and their use, weapons and ammunition, including copies, starting pistols and air weapons, tobacco and tobacco products (including electronic cigarettes ) and their consumption, alcoholic beverages (except beer and wine) and their consumption.
  - Prostitution and pornographic content as well as gambling are prohibited.
  - Ticket resale advertising for cinemas, sports and other events is prohibited.
  - Advertising in the form of public address or proclamation is prohibited.
  - Advertising of medicines is forbidden.
  - It is forbidden to advertise anabolic steroids and potency agents.
  - It is forbidden to advertise self-defense and paralyzing sprays.
  - Individuals are prohibited from advertising brand new items, since this requires the registration of a legal entity or entrepreneur ("merchant property" under the Trade Act).

## 9. PROHIBITED ACTIONS IN ADVERTISING

When posting ads, service users must comply with the following prohibitions:

- It is forbidden to repeat identical or similar advertisement (spamming) repeatedly. Similar ads are those that have the same subject of sale.
- It is forbidden to insert a URL of a company, webshop or other site (especially a competitor or site that promotes “making money online”) for advertising purposes.
- It is forbidden to post images that are not only product photos but contain graphic processing for highlighting, company and other web portals logo as well as photos of persons.
- It is forbidden to enter special graphic characters in the headline or description of an advertisement in order to highlight an advertisement.
- It is forbidden to enter texts that are not related to the subject of advertising (eg comments, poetry, quotes, tags for better attendance, etc.).
- Frequent placement and deletion of ads to dominate the front pages of groups or categories - a rule of fair use for free use of services. Frequency is considered more frequent than once in 3 days.
- Deliberately placing ads in the wrong or inappropriate categories and groups.

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- Deliberately placing ads in the wrong or inappropriate categories and groups.

## 10. TERMS AND CONDITIONS FOR SENDING ELECTRONIC MESSAGES

Balkanhardenduro.com offers free email communication to its registered users. Communication by message is free, subject to the following prohibitions:

- It is forbidden to use balkanhardenduro.com to send abusive messages to other service users.
- It is forbidden to send spam messages to users of balkanhardenduro.com services. A spam message is a repeated message that is not related to the advertiser's advertisement.
- It is forbidden to use URLs to advertisements or pages on balkanhardenduro.com in spam e-mails of users to other Internet users who have not given prior permission to receive such e-mails.
- It is forbidden to send messages that directly or indirectly promote other portals or sites.

## 11. TRADE BETWEEN USERS

Balkanhardenduro.com does not mediate in trade between service users. Any trade or exchange between balkanhardenduro.com service users is at your own risk and balkanhardenduro.com, nor its owner, will bear no responsibility for any damage resulting from any transactions between service users. In any case, service users are urged to exercise caution when trading with each other.

## 12. COPYRIGHT AND PROHIBITION OF UNAUTHORIZED COPYING AND USE OF THE CONTENTS PUBLISHED ON DVATOCKA.COM

In accordance with the Law on Copyright and Related Rights of the Republic of Serbia, any, manual or software unauthorized copying and copying of content or parts of content published on balkanhardenduro.com is prohibited. Content includes the textual content of pages, commercial

messages - advertisements, user information, curiosities, photographs, logos, graphic solutions and all other content that is considered copyrighted under the Copyright and Related Rights Act. IT WAY Belgrade will prosecute the offender.

The service user - the advertiser retains copyright over the individual text and images of his commercial message - the advertisement. Service User - The advertiser agrees to the insertion of a watermark by balkanhardenduro.com into each of the images constituted by his commercial message as well as to the processing of image dimensions for their aesthetic fit into the layout of the pages on balkanhardenduro.com.

### 13. DATA COLLECTION AND PROCESSING

Data collection and processing by balkanhardenduro.com is performed in accordance with the following:

- balkanhardenduro.com collects personal data and / or company data from its registered users of advertiser services, if they are legal entities.
- The purpose, that is, the obligation to collect personal data for identification purposes, is regulated by the Law on Advertising of the Republic of Serbia, Article 45. The purpose of data collection is also to prevent misuse in advertising as well as internal processing of data in order to generate demographic reports.
- The information collected is stored in the balkanhardenduro.com database and is used to secure and control safe advertising on balkanhardenduro.com. The personal data of the advertiser shall be kept for the first (one) year from the date of the last publication of his advertisement.
- The persons using the data are: persons who have a contractual or employment relationship with balkanhardenduro.com, as well as persons with whom the member enters into communication (to the extent necessary for communication), and all state bodies which by law or court decisions have the right to use data.
- Provision of personal identification information is voluntary. A registered user who does not want to enter his or her information does not have to, but in that case cannot place an ad on balkanhardenduro.com. Such user may still use other services of dvatocka.com. If the service user wants to place an advertisement on balkanhardenduro.com, then by virtue of the Advertising Act, Article 45, he is obliged to submit his information to balkanhardenduro.com portal in order to identify the user. This information must be true.
- A service user who entered their information when placing an advertisement has the right to revoke their information. Upon request by the administration, his account is placed in an inactive state, and all data from the declaration of such a user is deleted on the 31st day from the date of the last publication of any of his ads. Such a user can no longer use the services of balkanhardenduro.com.
- When changing data, the service user who has entered their information is obliged to update their information the next time they place the ad.
- In the case of unauthorized processing, service users have the right to the protection of personal data, as well as other rights that are legally theirs.
- The balkanhardenduro.com portal is not responsible for the accuracy of the data entered by other persons, nor for the accuracy of the results of the processing of such data.

### 14. PENALTIES FOR VIOLATION OF THE RULES AND CONDITIONS

For any violation of the terms and conditions of use of dvatocka.com, or non-compliance with the prohibitions or violations of the law by the service users, a warning, temporary and permanent blocking of the order to use the services of balkanhardenduro.com is possible. As a rule, depending on the severity of the offense, balkanhardenduro.com administers a warning measure first and then a temporary and permanent suspension of the order. Users of services whose account has been temporarily or permanently suspended are not entitled to any compensation for damages because they were unable to use the services of balkanhardenduro.com during the termination of the account.

Sanctions may also be applied in cases where there has been no violation of the rules and conditions, in order to prevent damage or when due to certain acts or omissions by the users of the services, the business activity or the work of balkanhardenduro.com is hampered.

#### 15. DISCLAIMER OF LIABILITY

Balkanhardenduro.com excludes its own liability in accordance with the following articles of the Law on Electronic Commerce of the Republic of Serbia:

- In accordance with Article 16 of the Law on Electronic Commerce of the Republic of Serbia, balkanhardenduro.com is not responsible for the content of electronic messages that users exchange using the balkanhardenduro.com messaging system.
- In accordance with Articles 17 and 18 of the Law on Electronic Commerce of the Republic of Serbia, balkanhardenduro.com is not responsible for the content of data stored in the database and / or published on balkanhardenduro.com.
- In accordance with Article 19 of the Law on Electronic Commerce of the Republic of Serbia, balkanhardenduro.com is not responsible for the content on other portals in case the service users insert links in those commercial messages or emails to those other portals.
- In accordance with Article 20 of the Law on Electronic Commerce of the Republic of Serbia, balkanhardenduro.com is not obliged to review the data it has stored, transferred or made available or to examine the circumstances that would indicate the unacceptable action of the users of the services.

#### 16. EXCLUSION OF LIABILITY IN CASE OF INACCURACY AND NON-EMISSION OF COMMERCIAL MESSAGES

Due to force majeure or technical problems, it is possible that balkanhardenduro.com is not accessible to all or some of its users for certain periods of time. In such cases, we are not responsible for any damage caused by the non-broadcasting of commercial messages. Balkanhardenduro.com reserves the right to refuse to post a commercial message for any reason, in which case it is not responsible for any damage caused by this act.

#### 17. WARRANTY

Balkanhardenduro.com does not guarantee:

- the accuracy, completeness and veracity of the advertisements or text in them, as well as the quality, safety and legality of the products and services offered on the balkanhardenduro.com portal.
- the competency of the other party in entering into the agreement, the correctness, completeness and accuracy of the advertiser's personal information, which he used in the proper manner in the business
- that there will be no errors on the pages and that everything will work without interruption at all times
- that a third party will legally use dvatocka.com all the time.

#### 18. CONTACT WITH THE USER TEAM AND PROHIBITION OF PUBLISHING THE LIST

To contact the balkanhardenduro.com customer service, users are directed to the contact form. The response of the administrator or user team of balkanhardenduro.com does not necessarily reflect the views of this portal, and accordingly users of the services cannot exercise any rights to such written correspondence. It is forbidden to publish any written correspondence of the balkanhardenduro.com user team with the service user without the written permission of the owner of this portal or his authorized person.

#### 19. PRIVACY PROTECTION

Personal data of registered users of services will not be available to third parties and will be treated in accordance with the Law on Personal Data Protection of the Republic of Serbia. The exception is the request of the investigative bodies of the Republic of Serbia, in which case balkanhardenduro.com is obliged to provide the available information on the user of services to the investigated body (the Prosecutor's Office, MIA) upon their written request with the stated legal basis.

The registered users' personal data is encrypted with 128-bit AES data protection encryption.

#### 20. SHOP

The balkanhardenduro.com portal offers the possibility of renting a personal internet sales space (hereinafter referred to as shops) in which all ads of service users are displayed. The store service user must abide by the terms and conditions of use of dvatocka.com. Trademarks are prohibited from using protected names when activating the store. After the store expires, the store's internet address remains reserved for 30 days. After this period it is deleted from the database and is free to other users of leasing services. In case of permanent blocking of the user account, its store is also blocked. For reasons of force majeure or technical problems, the store may not be accessible. In no case shall the service user claim from balkanhardenduro.com any compensation for the unavailability of the store. This portal reserves the right to terminate or modify the customer store to ensure compliance with the terms and conditions or to enhance the functionality of the store.

#### 21. YOUTUBE

Balkanhardenduro.com publishes video files hosted on YouTube.com servers.

Video files marked as "Related" are uploaded according to the automatism of YouTube software that is not or may be affected by Portal balkanhardenduro.com. Therefore, balkanhardenduro.com is not responsible for the contents of these video files.

#### 22. INDEMNIFICATION

You agree to indemnify us and any of our officers, directors, employees, agents, representatives, licensees, suppliers and providers of operating services, upon request against any and all claims, actions, actions, claims, damages, losses, liabilities, expenses and the expenses we have incurred as a result of your use of the site, except in accordance with these terms or any applicable laws and regulations.

#### 23. VIRUSES, HACKING, AND OTHER VIOLATIONS

You may not misuse the site by introducing, transmitting or posting any viruses, bad files, Trojans, worms, time and logic bombs, keystroke loggers, spyware, adware or other materials are designed to interfere in any manner with the operation of any computer software, hardware or telecommunications equipment, or that affect the interception or retrieval of any data or personal information. You must not attempt to gain unauthorized access to the site, the server on which it is located, or any server, computer or database associated with this site. You must not attack the site by denying a service (DoS), distributed denial of service (DdoS), or any other attack.

Any violation of these provisions shall be considered a criminal offense. We will report any violation of the regulations to the appropriate judicial authorities and will cooperate with them in revealing your identity. In the event of such a breach, your rights to use the site will be suspended immediately.

We are not responsible for any loss or damage resulting from DdoS attacks, viruses, or other technically harmful materials that may infect your computer equipment, computer program, data or other material due to the use of the site, download of any material from the site or material from sites linked to ours.

#### 24. MODIFICATION AND MODIFICATION OF RULES

Balkanhardenduro.com reserves the right to change or modify the rules from time to time without notice. Balkanhardenduro.com may notify important changes and additions to its users by e-mail or by posting to it.

By using any content on balkanhardenduro.com, you are aware of the latest rules.

#### 25. LEGISLATION

Conditions are managed and interpreted in accordance with the laws of the Republic of Serbia.

#### 26. DISPUTES

Any dispute arising out of or associated with the Site shall be subject to the exclusive jurisdiction of the courts of Serbia in Belgrade.

[balkanhardenduro.com](http://balkanhardenduro.com)