

TERMS OF USE

General conditions

These Terms of Use govern the rights and obligations regarding the use of Poslovi.infostud.com service. Service located on the Internet address <http://poslovi.infostud.com> (hereinafter: the Service) is an information society service provided by INFOSTUD 3 doo Subotica, Vladimira Nazora 7, 24000 Subotica, Serbia, registration number: 20175095, TIN: 104505119 (hereinafter referred to as: the Company).

These Terms of Use are an integral part of the Service and represent the provisions of the contract concluded between the Company and each individual Service user. The Company enables the use of the Service to individuals and legal entities, exclusively in a manner and under conditions described in these Terms of Use, in the manner and under conditions under which the information society service is being provided.

By accessing and using the Company Service, users agree to the Terms of Use, and thus conclude an adhesion contract with the Company as the provider of the information society service.

With each access to the contents of the Service, these Terms of Use shall be applied.

The operation of the Company through this Service is regulated primarily by the Law on electronic commerce, Law of obligations, Law on advertising, Law on copyright and related rights, Law on trademarks, Law on personal data protection and other regulations of the legal system of the Republic of Serbia in areas that are not regulated by the said laws.

The Company is dedicated to the preservation and application of the Law on personal data protection enjoyed by individuals as well as copyrights, but in everything by the rules of information profession, good business practice and in accordance with applicable regulations of the Republic of Serbia.

The Service is not a substitute for professional consulting services or employment mediation or any other services that are not specified in these Terms nor does the Company offer or provide any services other than the described information society services. The Company does not in any way substantially affect the content that users publish or the content which is the result of the aggregation of publicly available data, nor does it guarantee the accuracy or usability of the information that is presented through the available content. The only persons responsible for the content are those who published the content, ie the persons from whom the content was downloaded.

The Company has the right but not the obligation, to remove any content at any time from the Service, without requiring any prior or subsequent notice or explanation.

Service integrity

The Service is designed for Internet advertising of job vacancies by employers and applying for jobs by the candidates.

Texts and other inputs left by the users on any part of the Service (for instance in the comments and the like) must be accurate, correct. The user who entered the data holds the sole responsibility for the correctness and accuracy of the data entered. Accuracy of input implies that it comes from a competent source and/or personal user experience. Correctness implies grammatical and orthographic correctness.

Any use of the Service as a whole, or any part thereof which is not in accordance with the Terms of Use shall be deemed abuse of services provided by the Company, and breach of the Terms of Use.

User self-selects the password during registration and is solely responsible for the confidentiality of the password and the use of the Service through access data. User shall not use other people's access data or give their user data to a third party. The user can notify the Company if he suspects unauthorized use of his access data.

In each particular occasion the Company will provide full support to the protection of personal rights, privacy, property rights and intellectual property rights to all persons holders of such rights or those persons whose rights have been infringed, by, without delay:

- on a reasoned request, supported by appropriate documentation, removing content so that it is no longer publicly available, but the content needs to be preserved for evidence,
- delivering on request, to a competent authority, information about the user whose input violates any of the foregoing or other rights,

all in accordance with the regulations of the Republic of Serbia.

The Company transmits electronic messages submitted by users of information society services, but it does not in any way: initiate its transmission, carry out the selection of the information or documents transmitted, exclude or modify data in the content of messages or documents, nor does it select the recipient of the transmission.

The Company reserves the right to modify, suspend (either temporarily or permanently) any element of the Service, services it provides, as well as the content and the input related to these elements, regardless of who the author is and without prior authorization or notification, with the application of good business practices.

All timelines and deadlines shown through the Service, as well as the time zone and working days are calculated according to the applicable regulations of the Republic of Serbia.

SERVICE DESCRIPTION

Through the Service, the Company provides the information society service.

The Service is designed for announcing job vacancies by employers and applying for jobs by the candidates.

The Service provides its users with the Internet access to the content that was created by aggregating publicly available data, as well as content published by the User, exclusively without any payment.

The Service provides its users with Internet advertising under the conditions and in the manner prescribed by the Law on advertising. A person who is advertising through the Service is not obliged to deliver the ad declaration in accordance with Article 45 of the Law on advertising, in conjunction with Article 19, but is required to clearly identify how he could use the advertising service.

USERS

Visitors and registered users are considered to be users of the services provided by the Company through the Service.

A visitor is a person who accesses the Service through the Internet in accordance with these Terms of Use, without application or registration on the Service. The visitor can get acquainted with the entire content available on the Service, without paying any fees.

Registered user is a legal or natural person who is registered on the Service under the terms and conditions of these Terms of Use. Registered users can post and publish their own content, comments and ratings

The user registration itself, as well as all the content that the registered user posts on the Service, is not moderated, modified by the Company nor does it in any way substantially affect the specified content and the registered user has the sole responsibility and bears all legal consequences which may arise from its content on the Service. The Company reserves the right, but has no obligation to, for the sake of maintaining the quality of the service, perform proofreading, and correct spelling and make grammatical corrections, which in no way affect the content that the User posts through the Service.

Registered user retains all copyright and related rights in the content whose author he is. Registered user warrants to be the owner, ie the user of all necessary copyrights of the entire content, as well as all of its individual parts, which are posted on the Service. Any breach of copyright or related rights and other intellectual property rights, is the sole responsibility of the registered user who posted the content.

Registered users can simultaneously post different contents. Placing the content on the Service does not in any way limit a registered user to post the same content or publicly announce it elsewhere. Registered users can, without any explanation or notice, at any time, delete or edit the content that they have posted. The Company will delete or edit such content that very moment, except for the content contained in the backup system that is generated by the system, the contents of which can not be influenced.

With each subscription to the Service, the registered user gets access to his account on the Service, and the ability to post contents. The registered user can set up his account and assign a name to it or change it, and mark every single comment posted as anonymous.

By posting content on the Service, the registered user unconditionally and irrevocably authorizes the Company to transfer the content to an unspecified number of people, and to remove the content without prior or subsequent notice or explanation.

The registered user can, without any explanation or notice, at any time terminate his status as a registered user by submitting a request for the deletion of his user account.

RATING SYSTEM

The registered user has the ability to post reviews, from 1 star to 5.

The Company reserves the discretion right to annul the conferred assessment, as well as the right not to annul the assessment in each particular situation.

REGULATIONS ON THE PROTECTION OF PERSONAL DATA

Privacy rulebook is an integral part of these Terms of Use.

The Company processes the necessary data of those persons who have given consent to the processing, for a clearly defined purpose, in a legally permitted manner, so that the person to whom the data relate is not fixed or determinable, and once the purpose of processing is realized, and in proportion to the purpose of processing.

The data which are processed must be true and complete, and also based on a credible source or a source that is not outdated.

Before the data collection, the Company in the capacity of the data operator informs the person to whom the data are related of the following:

1. That the person responsible for data collection is the Company.
2. That the purpose of collecting and processing the data is to enable the provision of information society services, security of users of the Internet Service, and to facilitate the creation and installation of content in accordance with the law.
3. That the collected data are used in a way that allows the identification of persons who advertise the need for employment or who are applying for a job, and in accordance with good business practices, professional secrecy and the law.
4. That the persons who use the information are those persons who are employed in the Company and in any related legal entities, where the majority owner is the Company, who are entitled to use the data, as well as all state authorities who under the law and/or court decision are entitled to use the data .

5. That providing personal data is voluntary, and that anyone who doesn't want to be a registered user of the Service is not required to leave any information.
6. That a person who has consented to the collection and processing of data can at any time and without explanation withdraw their consent, which as a legal consequence produces the cessation of the possibility of using the Service, settlement of all due liabilities during the use of the Service, and that with this any further collection of data from the person who withdrew their consent ceases.
7. That in the event of unlawful processing persons have the right to the protection of personal data and other rights granted to them by law.

The data collected in the above-specified purposes are: Name, last name, e-mail address and IP address of each access to the Service

All general acts of the Company shall be in accordance with the Regulations on the personal data protection. If any general act of the Company is not in compliance with this Rulebook in respect of the personal data protection, the provisions of this Rulebook shall be applied.

NOTIFICATION

The User agrees that the Company may periodically send notifications concerning the content of the Service, notifications concerning the operation of the Service, news and shares of the Company, as well as advertising notifications.

COMPLAINTS

As the Company provides services of the information society, it is not possible to file a complaint on the service provided.

Information society service that the Company provides is fully executed because the provision of the service started after the explicit prior consent of the user that he is using the service.

COPYRIGHT

The Company has the exclusive copyright and intellectual property rights on the Service, as well as concerning all the individual elements that it consists of: text, visual and audio elements, visual identity, data and databases, source code as well as other elements of the Service, of which the Company is the author.

Unauthorized use of any part of the Service or the Service as a whole, without the explicit prior permission in writing issued by the Company as the exclusive holder of copyright, will be considered a violation of Company's copyright and is subject to the initiation of legal proceedings in full measure.

The Service may contain elements on which other persons have exclusive copyright, trademark and other intellectual property rights, such as Service user contents,

contents of business partners, advertisers and the like. Other persons have sole responsibility for the content in case of which they are holders of these rights, regardless of the fact that such content is located on the Company's Service.

By placing a content on the Service, the user agrees for it to be visible to every visitor of the Service, under the terms and conditions of these Terms of Use. Further transfer of the content of other persons or part of the content from any part of the Service is permitted only with the obligatory prior explicit consent of the Company, noting that the content is downloaded from the Service, indicating the link from which the content is downloaded. The Company has exclusive responsibility only for the contents in case of which it is the copyright owner.

Each person is individually responsible for the content of his copyright work, ie for the content that he individually posted and made publicly available through the Service.

GUIDELINES

When creating a content, registered users are obliged to follow these listed Guidelines.

The Company has the right, but not the obligation, to remove without explanation or to not publish a content that any registered user posts on the Service.

The User is responsible for the content posted, especially if that content, at the discretion of the Company, includes (but is not limited to):

- personal names;
- openly offensive content or content that promotes racism, intolerance, hate or physical injury of any kind, and which is directed at any group or individual
- harasses or promotes harassment of another person;
- exploits people in a sexual or violent manner
- contains nudity, excessive violence or offensive content or a link to a web-site for adults;
- asks for personal information from persons under the age of 18;
- publicly discloses information that constitute or create a risk to the privacy or safety of any person;
- sale or transfer of the user profile in some other way;
- use of information obtained from the Service in order to harass, bully or hurt a person and the attempt to do so;
- unauthorized commercial advertisement on a user profile or acceptance of payment, or anything that has a value from a third party in exchange for the provision of commercial activities through unauthorized or illicit use of the Service in the name of that person;
- deletion or otherwise alteration of copyright notices, trademarks or other proprietary rights notices appearing in the user content, unless it is the content that the user posts;
- use of meta tags or other hidden text or metadata using the Company's name, trademark, URL or product name without the explicit permission of the Company;

- attempt to examine, scan or test the vulnerability of any part of the Service or breach any security measures or authentication measures;
- collection or storage of personal data about other users without their explicit permission;
- mimicking or impersonating connection to a person, via previously sent text, or any other form of social engineering or other types of fraud;
- use of Services in a manner inconsistent with any applicable laws and regulations or violation of Service or network security.

The Company has the right, but not the obligation, to monitor all user activity and user content that is associated with the Service. The Company may investigate all reported violations of its Guidelines and other applications and may take any legal or technical actions it deems appropriate. The Company will investigate the circumstances that may involve such violations and may call for cooperation and collaboration with state authorities during the identification, investigation, and prosecution of persons involved in this policy violation or violations of the law. The Company reserves the right to use all legal means, including, but not limited to the removal of a user account and content, as well as to immediately suspend all Company's services used by the user, in case of any violation of these Terms or in the event that the Company can not verify or check any information that the user submits to the Company.

ADVERTISING AND ADVERTISING MESSAGE

The transferor of the advertising message is the Company that is the provider of information society services and provides advertising service solely through the Internet.

A person who advertises through the Service is not obliged to deliver the Advertising declaration in accordance with Article 45 of the Law on advertising, in conjunction with Article 19, but is, however, required to clearly identify how he could use the advertising service.

For the content, accuracy and regularity, as well as the validity or permissibility of the ad message, the sole responsibility bears the person who entered the advertising message. For all legal consequences arising from the input of the ad message, the sole responsibility bears the person who entered the message on the Service. The Company reserves the right, but not the obligation, to, for the sake of maintaining the quality of the service, perform proofreading, and correct spelling and make grammatical corrections, which in no way affect the content that the user posts through the Service.

The Company reserves the right not to publish a content that violates the provisions of the laws of the Republic of Serbia, in particular the Law on advertising. In case of a receipt of such an ad, the Company will contact the owner to modify the advertising message. The Company may at any time, at its sole discretion, refuse to post any advertisement which violates the provisions of the law or these Terms of Use, but is not responsible for the content of such a message, while the content is solely the responsibility of the person who is advertising, ie the person that delivered such a content.

By transferring the advertising messages, the Company is not mediating in the employment process. The conclusion of the Agreement with which one shall enter into employment is the responsibility of persons who undertake such legal work. Also, by transferring the advertising messages, the Company does not in any way determine or influence the content of a possible employment contract, which shall be concluded between the contracting parties alone.

REGISTERED USERS, INDIVIDUALS

Registration on the Service is free of charge for individuals and is available to all visitors.

When registering, it is required of an individual to fill out the form with personal data. These data are used in the manner prescribed by the Regulations on the personal data protection.

By registering on the Service, individuals are granted the following options:

1. *Ability to store ads* - By placing an ad in the Company's data book (database) the User acquires the possibility for the ad to be included in the ads on the Service, as well as the possibility that the users with the right to search (an unlimited number of people who access the Service have the right to search through the database) can directly contact him.
2. *The possibility to deactivate the profile* - The user can at any time activate, deactivate or delete his user profile. The user can reactivate the deactivated profile at any time. In the case of deactivation or deletion of resumes by the user, the Company does not guarantee that any user who has the right to search did not save the information contained in the ad of the user from the period when the ad was active, or that this information won't later be used for purposes of contacting by persons who stored the data.

The Service allows a registered user natural person to, if he considers that someone is abusing his user information and is contacting the user on other occasion or occasion that is not subject to the ad, inform the Company about it via email to: kontakt@infostud-poslovi.com.

REGISTERED USERS, LEGAL ENTITIES

Registration on the Service for legal entities is free and available to all visitors.

When registering, it is required that the legal person fills out the form with information about the legal entity. These data remain in the records of the Company and the entities in which the Company has majority ownership and will not be used for purposes other than the purpose of realization of the rights and obligations arising from these Terms of Use.

By registering on the Site, legal entities receive options to publish employment ads, search through collections of ads and view the ads.

Registered user legal entity is entitled to point out that the ad was placed in the ad database on the Company's website, but does not acquire the right to use the logo or trademark or the name of the Service in any context.

Registered user legal entity undertakes that the information, including contact details, which he obtained through the Service will be used exclusively for the intended purpose and that they will not be used for other purposes. Any use of information in violation of these Terms of Use entails responsibility in accordance with the law.

PLACING ADVERTISING MESSAGES - ADS

Registered users who advertise submit the advertisement using the form for ordering ads on the Service. According to Article 45 of the Law on advertising, there is no obligation to submit the Advertising declaration for advertising on the Internet. If all the required fields of the form for ordering ads are properly completed and if the ad is complete, it is then published on the Service.

Users who advertise through the Service for the first time, when submitting the ad, receive a pro forma invoice to the e-mail address from the Company, and the ad is published after recording the payment by invoice.

Persons who may have outstanding liabilities with the Company acquire the right to publish the ad after the settlement of these liabilities is recorded.

All ads delivered until 14h are placed on the site the same day, while the ads that are delivered after 14h are placed the next working day. In both cases there is a possibility that before the ad placement it is necessary to harmonize the ad text or payment method. In that case the ads will be published immediately after the adjustment.

If it should happen that the User leases the ad package or other services on the Service (which he intends to use during the extended period of time), that User is protected from any changes in the ad prices for the duration of advertising services.

CARD PAYMENT

When ordering an ad which is being paid via credit card to a User who has not submitted all the necessary documentation for the publication of the ad or it is not in accordance with the terms and conditions, the Company will initiate the return of reserved funds but can not guarantee the repayment period since it is in the jurisdiction of the Bank - owner of the payment card with which the payment is made.

In agreement with the User, the Company may hold the funds and delay the ad publishment until all conditions for it are met, but no longer than 3 months.

If there has been no cooperation between the Company and the User, and the funds are withdrawn from the card, the Company will initiate the refund of collected funds with its bank but can not affect the repayment period which depends solely on the cardholder's bank, with which the ad was paid.

LIMITATION OF LIABILITY

The users use the Service exclusively at their own responsibility. The User explicitly agrees that the Company may not be responsible for the conduct of other users or third parties, and that the risk of possible damage is entirely borne by those persons, in accordance with the legislation of the Republic of Serbia.

Texts (comments), reviews and other content that users post in designated sections, must be accurate and correct. The accuracy of thus entered data is the responsibility of the users that have entered them. Accuracy of input means it comes from a competent source, or personal experience of the user. For each entry the sole responsibility is borne by the user who made the input.

The Company does not guarantee the accuracy, reliability, nor the content posted by users. The Company does not initiate the transmission of electronic messages that was given to it by the service user, does not select the information or documents transmitted, does not perform exclusion or substantial modification of data in the content of the message or document and does not conduct the selection of the recipient of the transmission. The Company reserves the right, but not the obligation to, for the sake of to maintaining the quality of the service, perform proofreading, correct spelling and make grammatical corrections which do not in any way affect the integrity of the data and information that the user posts through the Service.

This provision of liability applies to all damages (tangible and/or intangible) or injuries which might arise from hidden defects, errors, interruptions, deletion, defect, delay in operation or transmission of computer viruses, communication breakdown, theft, destruction or unauthorized access, alteration or misuse of data by third parties, termination of the contract, the behavior opposite to Terms of service, negligence and others.

Except in the case of intentional or gross negligence, the Company is not responsible for any temporary unavailability of the Service, nor for partial or complete non-functioning or malfunctioning of the same. The Company is not responsible for technical problems that can lead to delays and/or incorrect processing of electronic data, including the system clock. The responsibility for the foregoing is borne by the Internet service providers.

As a provider of the information society service, the Company is not responsible for any content that is posted by another person, the user, including but not limited to the ad message transmitted because it neither initiates the transmission nor handle the selection of content that is transferred nor has it excluded or changed the data in the content which is transmitted nor has it selected the transmission recipient, ie the recipient of the content.

The Company does not guarantee the behavior of third parties nor its users. The Company, among other things, provides no guarantee that the User who advertised will be contacted regarding that ad by third parties (ie that the legal transaction which is the subject of the ad will be concluded), nor that the available information will include accurate and truthful information.

The Service may be temporarily unavailable or available to a limited extent, as a result of regular or emergency system maintenance or in case of system improvements.

JURISDICTION AND DISPUTE RESOLUTION

Valid regulations of the Republic of Serbia shall be applied to all matters not governed by these Terms of Use.

Valid regulations of the Republic of Serbia shall be applied to all disputes which may arise between the Company and the users related to the use of Service. The Company and the user undertake to attempt to resolve the dispute amicably, and in case of failure to do so, the institution in charge of resolving the dispute shall be the Commercial Court in Subotica for legal entities or Basic Court in Subotica for individuals.

Valid regulations of the Republic of Serbia shall be applied to all disputes which may arise between two users associated with the use of the Service. The users undertake to attempt to resolve the dispute amicably, and in case of failure to do so, the institution in charge of resolving the dispute shall be the Commercial Court in Belgrade for legal entities, or the First Basic Court in Belgrade for disputes between individuals or individuals and legal entities. The Company does not in any way mediate or participate in any dispute that may arise between the users of the Service, except when bound by the law as a necessary co-litigant.

FINAL REGULATIONS

The Company has the right to, at any time, change or amend these Terms of Use, by publishing alterations and amendments to the consolidated version on the website and by sending an e-mail to all registered users, at least eight days before the start of their implementation.

If an already registered user does not give an explicit answer within the specified period (by clicking the link for accepting the Terms of Use) he shall be deemed to have agreed to the new Terms of Use. If an already registered user explicitly (by clicking the link for not accepting the Terms of Use) does not accept these Terms of Use, it shall be considered that his user status has terminated, that all previous rights and obligations are being extinguished, and that the contractual relationship is terminated under previous Terms of Use. By entering new user requirements into effect, the acquired rights of the user are not affected.

These Terms of Use will be applicable eight days after their publication on the website of the Service.

Every printed copy of these Customer Terms produces full legal effect under the provisions of the Electronic documents law and can not be denied validity or probative force.