

# **RULES AND CONDITIONS FOR USE OF IMOVINA.NET SITE**

## **1. Acceptance of Rules and Conditions for Use of imovina.net Site**

When accessing to imovina.net site the user shall accept all the rules and conditions for the use of its pages.

Imovina.net shall retain the right to change, modify or alter in some other way the conditions of these pages, at any time. All changes thus made shall become valid instantly after their appearance.

The user is bound to read the rules and conditions regularly; it shall be considered that by accessing and using the pages or any of its parts he becomes aware of the valid rules and conditions for use, that he understood them and accepts them in full.

If for any reason the user does not accept the following rules and conditions or possible changes therein, or is in any way dissatisfied with our pages, he shall have the right to stop using the pages. Also, the user can inform us on any problem so that we can dedicate ourselves to solving it, if the problem is possible to solve.

During the accessing and use of the pages, the conditions and rules for the use listed herebelow shall be applied, as well as all the applicable laws of the Republic of Serbia.

## **2. Content of Pages imovina.net and Liabilities of User**

All announcements, advertisements, messages, texts, data files, reviews, photographs, video recordings, sounds and other materials (hereinafter referred to as "Content") published on our pages, transmitted through the pages or linked to the pages shall be the sole responsibility of a person publishing such Content; this means that the user shall be fully responsible for all the Content he publishes, sets or makes in any other way accessible through these pages. Based on this, imovina.net gives no guarantees with respect to accuracy, completeness or authenticity of such Content.

## **3. Contents, Pages and Services of other Pages**

Imovina.net can contain links to other pages. During the visits to the other pages, rules and conditions in force for the page being visited refer to the user.

This means that the user accepts and agrees that imovina.net did not make that page, has no control over it and bears on responsibility for its content.

Business relations between the user and the advertiser is theirs only, therefore imovina.net does not guarantee for them, shall not be liable for their content, nor for losses or damages of any kind arising as a consequence of such relations.

#### **4. Limitations and Conditions for Use of imovina.net Site**

It is forbidden to send in advertisements or make accessible in any way Contents:

- Which are not in accordance to the law, which are damaging or threatening, which abuse, disturb, slander, encroach on people's privacy, or are in any way damaging to minors
- Which are of a pornographic nature (The entry of advertisements, photographs, texts and links to other sites which mention or contain pornographic material, child pornography or any other similar content is forbidden)
- Which encourage illegal and pornographic transactions
- Which disturb, disdain, or are hostile to the individuals or to a group based on their religion, sex, sexual orientation, race or ethnic affiliation
- Which contain personal or identifying data about another person without that person's explicit approval
- Which are incorrect, fraudulent, which give wrong information or represent 'bait or encouragement'
- Which breach some patent law, trademark, commercial secret, copyright, or any other right of any person, or the Content the user has no right to make accessible under the law or under the principles of contractual relations
- Which make or contain 'affiliate marketing', 'linked references', 'junk mail', 'Spam', 'chain letters', 'pyramidal contents' or unrequested advertisements of any kind
- Which make or contain any type of advertising or referring to something that is published within imovina.net pages, and which is not intended for such contents, or it was sent by e-mail to the users of imovina.net who did not accept in writing to be contacted regarding other services, products or commercial interests
- Which contain links to commercial services or Internet pages, except in cases permitted by these conditions
- Which advertise any illegal service or sale of any article the sale of which is either forbidden or limited by the existing laws, including without limitations the articles the sale of which is controlled or forbidden by the laws of the Republic of Serbia
- Which contain software viruses or any other computer codes, data files or programs designed to disrupt, destroy or prevent and limit in any way the functionality of any computer software or hardware or telecommunication equipment

- Which disrupt the operation by sending an excessive number of messages to the server, or otherwise affect negatively the use of these pages and services by other users or
- Which use e-mail addresses wrongly referring to the sender, forged headings or otherwise changed distinguishing marks in order to hide the origin of the Content transmitted to these pages and their services

The user furthermore agrees that HE SHALL UNDER NO CIRCUMSTANCES:

- Contact any person who requested not to be contacted
- 'Spy' or disturb anybody in any other way
- Collect personal information about other users for commercial and illegal purposes
- Use automated methods, including 'spiders', 'robots', 'crawlers', 'data mining pools', and similar, to obtain data from the advertisement publishing service - unless it is permitted by imovina.net
- Try to establish an unauthorized access to prohibited parts of imovina.net or maintain any activity which disturbs, affects the quality, disrupts the operation or functionality of the services offered by imovina .net page or
- Use any type of a device or a computer program which makes it possible to add the contents on imovina.net without manual entry of every such announcement by its author, including and without limitations the application of any such automated device for mass publishing, or automatic publishing in regular time intervals

## **5. Access to imovina.net Site**

Imovina.net gives its users limited, revocable, non-exclusive permission to access services for their personal needs. This permission does not include any gathering, aggregation, copying, duplicating, showing or derivative use of services, nor it includes the application of 'data minoring', 'spiders', or similar tools for gathering and obtaining data for any purposes except when it is explicitly permitted by imovina.net.

## **6. Service Limitations**

The user agrees that imovina.net can limit the use of services, including the maximum number of days on which the content will be accessible, maximum number and size of publications, e-mail messages or other contents that can be transmitted by the services. The user also agrees that imovina.net shall not bear any responsibility for an erase or an omission in the content maintained and transmitted by the services.

He agrees that imovina.net shall retain the right to change or discontinue the service (or any of its parts) with or without notice, and that imovina.net shall not be liable to the user or to any other third party for any changes, temporary discontinuation or cancellation of the service.

## **7. Ban on Use of imovina.net Pages**

Imovina.net shall retain the right to place an individual ban on the access to these page services, if the user breaks these rules in any way, or otherwise slows or disrupts their operation. Imovina.net shall also retain the right to undertake appropriate legal measures against such a user and to claim compensation for any possible damages or loss in every way.

Imovina.net shall not be liable to users or to any third party for the ban on the use of these pages. The user agrees not to try to use the pages of imovina.net site after the said ban is placed.

## **8. Copyright**

Company Rezon Media Grup is the holder of the copyright for imovina.net pages, this right referring to their own contents of the pages, including (but not limited to) text, pictures, format, data base, all other materials, sounds, formats, software, names (also including a domain). Unauthorized use of any part of the pages shall be considered a breach of the copyright of the Company Rezon Media Grup.

Company Rezon Media Grup is not the owner of the content its user publishes, however, by his request for publication on imovina.net the user irrevocably authorizes them to use, copy, show, publish and distribute that content.

No change, copying, distributing, sale of any part of the page or software is permitted, unless it is consented by advertising Company Rezon Media Grup.

The user has the right to use the content of imovina.net pages for non-commercial purposes only. Distribution of the copies of these pages and making them accessible in any way to the third parties is not permitted, except the copying of the page contents and search on one's own computer, and/or printing of one copy, thereon abiding all the copyrights and ownership rights.

If the user believes that Company Rezon Media Grup breached his copyright, it is necessary to inform us about it. The user furthermore agrees and accepts that Company Rezon Media Grup shall not be liable for such a breach made by any other third party.

## **9. Release from Liability**

Imovina.net shall not be bound nor it shall guarantee for:

The accuracy, completeness and authenticity of the advertisements or any of its parts, as well as for the quality, safety and lawfulness of the offered products and services,

The power of attorney of the other party to conclude a contract, accuracy, completeness and punctuality of the personal data the advertiser used in his business operations,

That there will be no mistakes on the pages and/or that the pages will at any time function without interruptions, and

That a third party will use these pages lawfully all the time.

## **10. Technical Conditions**

In order to use all the possibilities of our site it is necessary that you use a program which supports the following technologies: Cookies, Flash and JavaScript. If your program does not support the above-mentioned technologies, imovina.net shall not bear responsibility, consequences and shall not guarantee for the quality of the service.

## **11. Jurisdiction**

These rules and conditions make a Contract between the user and imovina.net regulating the use of these pages. Conditions and relationship between the user and imovina.net are subject to the laws of the Republic of Serbia regulating said relations. In case of dispute the authority of the court in Belgrade is agreed.

Belgrade, 01.11.2006