# Terms of Use and Privacy Policy

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# PLEASE READ CAREFULLY.

# Terms and Condition

These Terms and Conditions (hereinafter called "Terms") are effective as of the date on which the user accepts the agreement, hereinafter referred to as (the "Effective Date") between User (hereinafter referred to as "User"), and University of Belgrade-Technical Faculty in Bor hereinafter referred to as the ("Academic Institution"). By accessing the Site, the User agrees to be bound by these Terms and all applicable laws and regulations, and is responsible for compliance with any applicable local laws.

#### 1. GENERAL TERMS

The Academic Institution provides its Service to the User under these General Terms

- 1. User represents and acknowledges that they have read the Terms, and agree to honor these Terms, and that the information the User provides the Academic Institution is accurate, complete, and is within the User's right to use.
- 2. If User is entering into these Terms on behalf of an Academic Institution or another legal entity, User represent that User have the authority to bind such entity and its affiliates to these Terms, in which case the terms "User," shall refer to such entity and its affiliates.
- 3. These Terms constitute a binding contract between User and the Academic Institution, and User acknowledges that these Terms govern the User's use of the Academic Institution.
- 4. The Academic Institution may Change the Terms or remove portions of the Agreement at any time, User should check our Privacy from time to time for any new updates. Your use of the Service will indicate your acceptance of such changes.

#### 2. GRANT OF RIGHTS

Subject to User compliance with the terms and conditions the ACADEMIC INSTITUTION grants User a limited, non-exclusive right to use the site, and any content and materials made available in connection with use of the Services, only for non-commercial, informational purposes and for such other purposes (and subject to such further limitations) as may be provided in this Terms (including any additional terms applicable to a particular Service) or any instructions for use that the Academic Institution may provide from time to time.

#### 3. HOW MY INFORMATION IS USED

- 1. Opt-In By creating an account, User has deemed to have "opted-in" to all tracking, collection, use, and sharing permitted under our Privacy Policy. User agrees to receive emails from us periodically relating to User's account, Academic Institution services, offers, and promotions, including third-party offers. User may change email preferences at any time in Account Settings. User consents to Academic Institution's right to record any responses and ratings made in connection with use of the Services.
- 2. *Updates:* User must provide and keep Academic Institution up-to-date with accurate information, including name and address. All such personal information, as well as the information provided to register, is subject to the Privacy Policy. (See Privacy Policy)
- 3. Retention Academic Institution, in its sole and absolute discretion, may terminate access to User's account for any reason (including reasons related to unlawful or unauthorized usage). Academic Institution has no obligation to retain a record of User's account or any data or information stored for User convenience by means of User account or the Services.

# 4. CHANGES TO WEBSITE, SOFTWARE and SERVICES

ACADEMIC INSTITUTION reserves the right to: (i) change or remove (temporarily or permanently) the Website or any part of it without notice and you confirm that ACADEMIC INSTITUTION shall not be liable to you for any such change or removal. (Ii) change, remove, or discontinue any software, service, or promotion (including but not limited to any previsions, parts thereof, licensing, pricing) as advertised on this website at any time without notice and you confirm that ACADEMIC INSTITUTION shall not be liable for any such change or removal. (iii) change this Agreement at any time, and your continued use of the Website following any changes shall be deemed to be your acceptance of such change.

#### **5. WARRANTIES**

- The website and all content, server and network elements are provided on an "as is" and
  "as available" basis, without any warranties of any kind to the fullest extent permitted by
  law, and The Academic Institution expressly disclaims any and all warranties, whether
  express or implied.
- The Academic Institution does not guarantee that the Academic Institution and content
  are accurate; error-free; free of viruses; or any other harmful As with any Academic
  Institution a User may enter, caution should be used in the use of any content or
  materials. User will be solely responsible for any damages to User's device or computer,
  or other harm.
- 3. The Academic Institution excludes all liability for damages arising out of or in connection with your use of this Academic Institution. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Academic Institution of the possibility of such potential loss), damage caused to your computer, computer Academic

- Institution, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.
- 4. The Academic Institution does not guarantee that the Academic Institution and content are accurate; error-free; free of viruses; or any other harmful as with any Academic Institution a User may enter, caution should be used in the use of any content or materials. User will be solely responsible for any damages to User's device or computer, or other harm.
- 5. The Academic Institution excludes all liability for damages arising out of or in connection with your use of this Academic Institution. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Academic Institution of the possibility of such potential loss), damage caused to your computer, computer Academic Institution, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

#### 6. THIRD PARTY COMPANIES and CONTENT

Handshake Contact Sharing may provide access to third party content, such as User-generated reviews, other content submitted by Users of the Services, and links to third-party websites. ACADEMIC INSTITUTION does not:

- Undertake any obligation to review, screen, or investigate materials or other information submitted or otherwise provided by third parties (including other Users) in connection with the Services:
- 2. Undertake any obligation to review, screen, or investigate third parties who provide links to their websites (or the websites of other third parties) or the content of any such websites; or
- 3. The Academic Institution is not responsible for any third party materials or other information, including whether the information is accurate or suitable or available for Users' use, for the performance or operation of any third party websites, for any products or services advertised or sold by any third party (including on or through a third party's websites), or for any other action or inaction by any third party.
- 4. Use of any such third party websites will be subject to those terms to which User and the third party agree.
- 5. User assumes all risks arising out of or resulting from any transaction of business over the Internet, and User agrees that Academic Institution is not responsible or liable for any loss or damage resulting from use of third-party content, websites, or services.

## 7. INDEMNIFICATION

User will agree to be personally liable and hold harmless the Academic Institution and/or Academic Institution and Affiliates for any and all damages directly, or indirectly, resulting from unauthorized downloading or other duplication of Content. Damages can include, but not limited to, loss of profits, property, fines, penalties, and legal fees. The Academic Institution reserves the

right, to assume the defense and control of any matter otherwise subject to indemnification by you

#### 8. INTELLECTUAL PROPERTY RIGHTS

The Intellectual Property Rights in this website and the materials on or accessible via it belong to ACADEMIC INSTITUTION or its licensors. This website and the materials on or accessible via it and the Intellectual Property Rights therein may not be copied, distributed, published, licensed, used or reproduced in any way (save to the extent strictly necessary for, and for the purposes of, accessing and using this website). PLEXUS software app and the PLEXUS Logo are trademarks which belong to ACADEMIC INSTITUTION and they may not be used, copied or reproduced in any way without written consent from ACADEMIC INSTITUTION.

For these purposes "Intellectual Property Rights" includes the following: any patent, trade mark, trade name, service mark, service name, design, design right, copyright, database right, moral rights, know how, trade secret and other confidential information, rights in the nature of any of these items in any country, rights in the nature of unfair competition rights and rights to sue for passing off or other similar intellectual or commercial right (in each case whether or not registered and registrations of and applications to register any of them.

#### 9. ENTIRE AGREEMENT

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.

#### 10. GOVERNING LAW

The validity, interpretation and performance of these Terms shall be governed by the laws of the Republic of Serbia without giving effect to the conflicts of law's provisions or principals thereof.

#### 11. CONTACTS

By providing an email address, User agrees that the Academic Institution may send emails related to the Services. If User does not wish to receive general marketing emails, User may opt out by following the instructions in the message. The Academic Institution may send any legal notices via email, notification by a message to User account or regular mail. To give legal notice to the Academic Institution, please send written communication to plexus@tfbor.bg.ac.rs.

# **Privacy Policy**

ACADEMIC INSTITUTION recognizes that its customers, visitors and users, want to know our policy on privacy. ACADEMIC INSTITUTION provides this Privacy Policy hereinafter referred to as ("Policy") to help you make an informed decision about whether to use or continue using the ACADEMIC INSTITUTION Services. This Policy governs the manner in which ACADEMIC INSTITUTION collects, uses, maintains and discloses information collected from you hereinafter referred to as the ("User") of the ACADEMIC INSTITUTION services. This privacy policy applies to all products and services offered by ACADEMIC INSTITUTION.

#### 1. Personal identification information

We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our site, place an order, fill out a form, and in connection with other activities, services, features or resources we make available on our Site. Users may be asked for, as appropriate, name, email address, mailing address, phone number. Users may, however, visit our Site anonymously. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personally identification information, except that it may prevent them from engaging in certain Site related activities. Anytime user can <u>submit a request</u> to withdraw consent to the processing of the personal data. Anytime user can <u>receive</u> the personal data in a structured format.

#### 2. Non-personal identification information

We may collect non-personal identification information about Users whenever they interact with our Site. Non-personal identification information may include the browser name, the type of computer and technical information about Users means of connection to our Site, such as the operating system and the Internet service provider's utilized and other similar information.

#### 3. Web browser cookies

Our Site may use "cookies" to enhance User experience. User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of the Site may not function properly.

#### 4. How we use collected information

ACADEMIC INSTITUTION may collect and use Users personal information for the following purposes:

#### To improve customer service

Information you provide helps us respond to your customer service requests and support needs more efficiently.

#### To personalize user experience

We may use information in the aggregate to understand how our Users as a group use the services and resources provided on our Site.

# To improve our Site

We may use feedback you provide to improve our products and services.

# To run a promotion, contest, survey or other Site feature

To send Users information they agreed to receive about topics we think will be of interest to them.

# To send periodic emails

We may use the email address to send User information and updates pertaining to their order. It may also be used to respond to their inquiries, questions, and/or other requests. If User decides to opt-in to our mailing list, they will receive emails that may include Academic Institution news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.

# 5. How we protect your information

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site.

# 6. Sharing your personal information

We do not sell, trade, or rent Users personal identification information to others. We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and users with our business partners, trusted affiliates and

advertisers for the purposes outlined above. We may use third party service providers to help us operate our business and the Site or administer activities on our behalf, such as sending out newsletters or surveys. We may share your information with these third parties for those limited purposes provided that you have given us your permission.

#### 7. Third party websites

Users may find advertising or other content on our Site that link to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website's own terms and policies.

#### 8. Changes to this privacy policy

ACADEMIC INSTITUTION has the discretion to update this privacy policy at any time. When we do, we will revise the updated date at the bottom of this page. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

## 9. Your acceptance of these terms

By using this Site, you signify your acceptance of this policy. If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.

# 10. Contacting us

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained. If you have any questions about our privacy practices or this policy, please contact us at <a href="mailto:please.contact">please.contact</a> us at <a href="ma