OPŠTI USLOVI KORIŠĆENJA PORTALA CHECKPOINT.RS

Nosilac portala Checkpoint.rs je društvo Info Point d.o.o, Palmira Toljatija 5, I sprat, 86/L, Novi Beograd, PIB: 10908739 (u nastavku: Nosilac).

1. Predmet

Sadržaj opštih uslova korišćenja portala Checkpoint.rs (u nastavku: opšti uslovi) je korišćenje podataka koji su sadržani na portalu Checkpoint.rs i usluga opisanih u priručnicima i brošurama, koji su deo usluga Checkpoint.rs.

2. Baze

Nosilac garantuje postavljanje i održavanje podataka na Checkpoint.rs u obliku baze podataka koji su sastavni deo Checkpoint.rs.

3. Dostupnost sadržaja

Nosilac održava Checkpoint.rs na način da je portal po pravilu dostupan za on-line korišćenje 24 časa na dan, sve dane u kalendarskoj godini. Nosilac zadržava pravo na kraće obustave pristupa portalu Checkpoint.rs zbog tehničkih razloga održavanja i zamene opreme. Iz razloga vezanih za održavanje portala Checkpoint.rs, Nosilac zadržava pravo na duže obustave pristupa stranicama Checkpoint.rs, po pravilu isključivo subotom i nedeljom.

4. Način pristupa

Način pristupa i korišćenja sadržaja propisan je u priručnicima i drugim brošurama Checkpoint.rs, kao i na web stranicama Checkpoint.rs. Moguće izmene načina pristupa i korišćenja sadržaja Nosilac će ažurno objaviti na web stranici Checkpoint.rs za pojedinačnu lozinku.

5. Korišćenje portala Checkpoint.rs

Korišćenje i pristup portalu Checkpoint.rs zagarantovani su 24 časa na dan i to svaki dan u kalendarskoj godini, sa izuzetkom slučajeva koji su opisani u tački 3 opštih uslova. Nosilac zadržava pravo da u slučaju sumnje na zloupotrebu, pod čime se podrazumeva kršenje člana 9. opštih uslova, ograniči ili prekine mogućnost korišćenja Checkpoint.rs za pojedinačnu lozinku.

6. Ostala pravila korišćenja

Radi osiguravanja kvalitetnog korišćenja portala Checkpoint.rs korisnik se obavezuje da će prilikom pristupa i korišćenja portala Checkpoint.rs poštovati sva uputstva i druga pravila korišćenja, koja su objavljena na web stranicama Checkpoint.rs, u priručnicima i drugim brošurama Checkpoint.rs, odnosno u okviru on-line načina rada.

Korisnik se obavezuje da će kod svake prijave na stranice Checkpoint.rs koristiti ime i lozinku koje mu je dodelio Nosilac. Nosilac zadržava pravo na izmenu lozinke koju je dodelio korisniku. Nosilac se obavezuje da će kod eventualne promene lozinke korisniku biti omogućeno neometano i stalno korišćenje portala Checkpoint.rs.

7. Početak pretplate

Nosilac se obavezuje da će najkasnije u roku od pet radnih dana od prijema pravilno ispunjene narudžbenice ili sklopljenog ugovora, koji je korisnik potpisao, korisniku putem e-mail-a poslati korisničko ime i lozinku za pristup stranicama Checkpoint.rs.

Važećom dodatnom narudžbinom smatra se ujedno narudžbina lozinki putem e-maila, ako preduzeće već ima sklopljenu pretplatu odnosno ugovor. Početkom pretplate smatra se sledeći radni dan, koji sledi nakog dana kad je korisnik preuzeo korisničko ime i lozinku. Pretplatnički, odnosno ugovorni odnos sklapa se u trajanju od jedne godine.

8. Cenovnik usluga

O cenovniku usluga Checkpoint.rs odlučuje uprava Nosioca. Ako se korisniku na početku narudžbenice dodeljuje više lozinki, korišćenje stranica Checkpoint.rs naplaćuje se u iznosu i na način koji je propisan u cenovniku usluga Checkpoint.rs.

9. Lozinka kao poslovna tajna

Korisnik se obavezuje da će lozinku, koju će mu dodeliti Nosilac, čuvati kao poslovnu tajnu i da će istu koristiti isključivo jedna ovlašćena osoba. Korisnik je odgovoran za naknadu štete u slučaju da neovlašćena osoba neovlašćeno koristi lozinku.

Korisnik je obavezan da obavesti Nosioca u slučaju sumnje da lozinku koristi neovlašćena osoba. Nosilac će bez odlaganja i besplatno korisniku dodeliti novu lozinku. Sve eventualne troškove nastale zbog (eventualne) zloupotrebe snosi korisnik.

Portal Checkpoint.rs namenjen je za korišćenje od strane jednog korisnika po nalogu u datom trenutku. Kada se na isti nalog prijavi novi korisnik dok je prethodni još uvek aktivan, sistem automatski prekida prethodnu sesiju (u daljem tekstu: **istisnuta sesija**) i beleži ovaj događaj. Redovne prijave na nalog – bez obzira na njihov ukupan broj – ne ulaze u ovaj obračun, pod uslovom da u trenutku prijave ne postoji druga aktivna

sesija na istom nalogu. Nosilac uvodi sledeće pragove za broj istisnuth sesija po nalogu u periodu od 30 (trideset) kalendarskih dana: do 150 (stopedeset) – uobičajeno korišćenje bez ograničenja; preko 150 (stopedeset) – sistem prikazuje upozorenje Korisniku prilikom svake naredne prijave, što se smatra indikatorom mogućeg deljenja pristupnih podataka sa trećim licima; preko 300 (trista) – smatra se zloupotrebom naloga i Nosilac ima pravo da odmah suspenduje lozinku i privremeno onemogući pristup nalogu, bez prethodne najave. Nakon suspenzije, Nosilac će obavestiti Korisnika i zahtevati promenu lozinke i/ili dodatnu verifikaciju identiteta radi ponovnog uspostavljanja pristupa; ukoliko Korisnik ne postupi u roku koji odredi Nosilac, pristup ostaje suspendovan do ispunjenja zahteva, a troškove i štetu nastalu usled nepostupanja snosi Korisnik u celosti.

Ukoliko sistem Nosioca detektuje i druge neuobičajene aktivnosti – uključujući, ali ne ograničavajući se na prijave sa različitih ili geografski udaljenih IP adresa u kratkom vremenskom periodu – Nosilac zadržava pravo da privremeno onemogući pristup, zatraži dodatnu verifikaciju i sprovede bezbednosnu proveru, bez prethodne najave. Korisnik je obavezan da na zahtev Nosioca odmah izvrši sve preporučene bezbednosne mere, uključujući promenu lozinke, i da pruži punu saradnju u postupku provere; ukoliko ne postupi po zahtevu i usled toga nastane šteta, snosi punu odgovornost i sve nastale troškove. Nosilac ne snosi odgovornost za štetu nastalu usled zloupotrebe pristupnih podataka koju je Korisnik prouzrokovao neovlašćenim deljenjem lozinke, omogućavanjem pristupa trećim licima ili propuštanjem da blagovremeno prijavi uočenu zloupotrebu, i zadržava pravo da u bilo kom trenutku uvede dodatna tehnička ograničenja radi prevencije zloupotrebe.

10. Odgovornost za upotrebu komunikacijske mreže

Korisnik je sam odgovoran za to da modem i druge uređaje i javnu komunikacijsku mrežu koristi u skladu sa svim propisima, atestima, dozvolama itd. Nosilac osigurava primerenu opremu isključivo sa svoje strane i nije odgovoran ni za kakvu vrstu nepravilnosti ili nezakonitosti koje nastaju zbog neprimerene opreme ili neprimerenog ponašanja od strane korisnika.

Nosilac nije odgovoran za prestanak pristupa stranicama Checkpoint.rs, koji je uzrokovan krivicom preduzeća koje Nosiocu omogućava pristup Internetu. Nosilac će učiniti sve što je u njegovoj moći i savetovaće korisnika kod upotrebe komunikacijskih uređaja. Nosilac nije odgovoran ni za kakvu neposrednu ili posrednu štetu ili neugodnosti koje mogu korisniku nastati zbog potencijalnih tehničkih smetnji ili prestanka rada Checkpoint.rs.

11. Pomoć kod korišćenja Checkpoint.rs

Nosilac osigurava stalnu besplatnu pomoć i savetovanje vezano za korišćenje portala Checkpoint.rs, i to putem telefona i e-maila.

12. Odgovornost upotrebe podataka

Iako je Nosilac uveren da svi podaci koji se nalaze na stranicama Checkpoint.rs, kvalitetni, ispravni i ažurni, Nosilac nije odgovoran ni za kakvu posrednu ili neposrednu štetu koja nastaje zbog upotrebe podataka koji se nalaze na portalu Checkpoint.rs, odnosno zbog mogućih grešaka i netačnih podataka koji bi se mogli naći na stranicama Checkpoint.rs.

Nosilac izjavljuje da su svi podaci i druge usluge koje nudi Checkpoint.rs na raspolaganju u postojećem obliku i ne garantuje njihovu pravilnost i korišćenje u radu korisnika, odnosno njihovu svrhu.

13. Zaštita autorskih prava kod podataka

Korisnik potvrđuje da je upoznat sa uputstvima i pravilima korišćenja stranica Checkpoint.rs i da će na delu stranica Checkpoint.rs, na kojem je moguće slanje informacije stranicama Checkpoint.rs, poštovati pravila i propise, pre svega vezano za zaštitu autorskih prava. Korisnik izjavljuje da će sve informacije i ostalo što će slati na Checkpoint.rs, biti oslobođene zaštite autorskih prava, odnosno da će korišćenje istih biti omogućeno svima, znači predstavljati javno dobro (public domain) ili shareware, sa izuzetkom onih za koje autor izričito zahteva drugačije. Ujedno je zabranjeno sa stranica Checkpoint.rs neovlašćeno preuzimati komercijalne programe koji su zaštićeni autorskim pravom.

14. Ograničenje korišćenja podataka

Korisnik je saglasan da će podatke dobijene sa stranica Checkpoint.rs koristiti isključivo u svoje svrhe i da ih neće dalje distribuirati u obliku ili u svrhu koja nije u skladu sa opštim uslovima i to bez izričite saglasnosti Nosioca. Pre svega neće koristiti i kopirati pojedinačne podatke i podatke unešene u baze i delove baza Checkpoint.rs na drugi računar ili bilo koji drugi medij sa namerom korišćenja tih podataka, uređenih isto ili slično kao što su uređeni u bazama Checkpoint.rs.

Korisnik snosi odgovornost za štetu nastalu korišćenjem podataka dobijenih na stranicama Checkpoint.rs koja je protivna pravilima korišćenja i odredbama opštih uslova.

15. Prestanak pretplate

Ako nije drugačije ugovoreno pretplata, odnosno ugovor se sklapa na period od 1 godine od sklapanja. Naručene lozinke nije moguće otkazati pre isteka važenja pretplate, odnosno ugovora.

Nosilac ima pravo da u slučaju neizmirenih obaveza prekine pretplatnički odnos. Naručilac se o prekidu obaveštava pismenim putem unapred i u roku od tri dana mora izmiriti obaveze prema Nosiocu. U suprotnom je naručilac obavezan da izmiri srazmeran deo pretplate za prethodni period i korišćenje.

Naručilac može otkazati pretplatu za sve lozinke ili samo za deo naručenih lozinki 30 dana pre isteka važenja pretplate, odnosno ugovora. Posledica kršenja bilo kojeg od opštih uslova je prestanak pretplate sa istekom sledećeg meseca. Nosilac će korisniku u tom slučaju oduzeti lozinku prvog dana sledećeg meseca.

16. Ograničenje automatizovanog pristupa

Pristup portalu Checkpoint.rs dozvoljen je isključivo putem standardnih internet pregledača namenjenih ljudskom korišćenju (kao što su Google Chrome, Mozilla Firefox, Microsoft Edge, Safari i slični). Svako automatizovano, masinsko ili skriptovano pristupanje (uključujući, ali ne ograničavajući se na tzv. „crawling“, „scraping“, „bot“ ili „API“ pristup) bez prethodne pismene saglasnosti Nosioca smatra se neovlašćenim pristupanjem.

Ukoliko se utvrdi neovlašćeno mašinsko pristupanje portalu, svaki pojedinačni poziv biće tarifiran po ceni od **100 RSD**. Nosilac zadržava pravo da pokrene odgovarajuće postupke radi zaštite svojih prava i naknade štete.

17. Promena cene

Nosilac zadržava pravo da cenu usluga poveća najmanje za iznos zvanične stope inflacije za odgovarajuću kalendarsku godinu. O svakoj promeni cene Nosilac će korisnike obavestiti u skladu sa odredbama ugovora.

18. Rešavanje sporova

Za eventualne sporove nadležan je Privredni sud u Beogradu.

General Conditions for Using the Portal Checkpoint.rs

The holder of the Checkpoint.rs portal is Info Point d.o.o, Palmira Toljatija 5, I sprat, 86/L, Novi Beograd PIB: 10908739, (hereinafter: "the Holder").

1. **Subject**

Contents of the General Conditions for Using Checkpoint.rs Portal (hereinafter: "the General Conditions") includes the use of data covered by Checkpoint.rs and of services described in manuals and brochures forming a constituent part of Checkpoint.rs services.

2. **Bases**

The Holder shall provide uploading and maintaining of the data on Checkpoint.rs in the form of databases being a constituent part of Checkpoint.rs.

3. **System Accessibility**

The Holder shall maintain Checkpoint.rs in such a manner that, as a rule, the portal is online accessible around the clock every day of the year. The Holder retains the right to shorter interruptions of access to Checkpoint.rs due to technical reasons related to maintenance and replacement of equipment. On grounds related to Checkpoint.rs maintenance, the Holder also retains the right to longer interruptions of access to Checkpoint.rs, but as a rule, only on Saturdays and Sundays.

4. **Access Mode**

Access mode and system usage are defined in manuals and other brochures of Checkpoint.rs as well as on the Checkpoint.rs websites. Any changes to access mode and system usage will be published by the Holder on the Checkpoint.rs websites in an updated manner; in the case of substantial changes the user will be informed in writing.

5. **Using Checkpoint.rs**

Usage of and access to Checkpoint.rs are ensured around the clock every day of the year, with the exception of cases stipulated in Point 3 of the General Conditions. In the case of suspected misuse in violation of Article 9 of the General Conditions, the Holder retains the right to limit or discontinue access the use of Checkpoint.rs per individual password.

6. **Other Usage Rules**

To ensure a high-quality visit on the Checkpoint.rs site, the user shall consider all instructions and other usage rules published on the Checkpoint.rs websites, in manuals and other brochures of Checkpoint.rs, as well as information on-line, when accessing and using Checkpoint.rs. The user shall assume the obligation to use the name and password assigned by the Holder whenever logging in to Checkpoint.rs. The Holder retains the right the change the passwords assigned to users. The Holder undertakes to carry out any changes of passwords in such a way as to ensure an undisturbed and uninterrupted usage of Checkpoint.rs to the users.

7. Subscription Start

The Holder undertakes to send, no later than five working days after having received a correctly completed order form or a concluded contract signed by the user, to the user by e-mail, the user name and password enabling access to Checkpoint.rs.

The day following the date on which the user received the user name and password shall be deemed as the starting date of subscription. The subscription or contractual relation is concluded for a period of one (1) year.

8. Price List of Services

The price list of Checkpoint.rs services shall be adopted by the Holder's Management Board. Should the user be assigned several passwords based on the order form, the usage of Checkpoint.rs shall be paid for in the amount and manner stipulated in the price list of services of Checkpoint.rs.

9. Password as Business Secret

The user undertakes to keep the password assigned by the Holder as a business secret and to limit its use exclusively to the authorized person. The user is liable to pay compensation in the event the password is used in an unauthorized manner by a third person.

The user is obligated to inform the Holder if the user suspects that the password is used by an unauthorized person. The Holder shall assign a new password to the user immediately and free of charge. Any costs incurred due to the (possible) misuse shall be borne by the user.

The Checkpoint.rs portal is intended for use by one user per account at a given time. When a new user logs in to the same account while the previous one is still active, the system automatically terminates the previous session (hereinafter: squeezed session) and records this event. Regular logins to the account - regardless of their total number - are not included in this calculation, provided that there is no other active session on the same account at the time of login. The holder introduces the following thresholds for the number of squeezed sessions per order in a period of 30 (thirty) calendar days: up to 150 (onehundredfifty) - normal use without restrictions; over 150 (onehundredfifty) - the system displays a warning to the User during each subsequent

login, which is considered an indicator of the possible sharing of access data with third parties; over 300 (three hundred) - it is considered abuse of the account and the Holder has the right to immediately suspend the password and temporarily disable access to the account, without prior notice. After the suspension, the Holder will notify the User and request a password change and/or additional identity verification in order to re-establish access; if the User does not act within the deadline set by the Holder, access remains suspended until the request is fulfilled, and the costs and damage caused by the failure to act shall be borne by the User in full.

If the Carrier's system detects other unusual activities - including but not limited to logins from different or geographically distant IP addresses in a short period of time - the Carrier reserves the right to temporarily disable access, request additional verification and conduct a security check, without prior notice. The User is obliged to immediately implement all recommended security measures, including changing the password, at the request of the Holder, and to provide full cooperation in the verification process; if he does not comply with the request and as a result damage occurs, he bears full responsibility and all incurred costs. The Holder is not responsible for the damage caused by the misuse of access data caused by the User by unauthorized sharing of the password, allowing access to third parties or failing to timely report the observed misuse, and reserves the right to introduce additional technical restrictions at any time to prevent misuse.

10. Responsibility for Using Communication Network

The user shall be responsible for the use of modems and other devices, as well as the public communication network, in compliance with all regulations, attests, licenses, etc.

The Holder shall only ensure appropriate equipment on its part and shall in no way be held responsible for any irregularities or unlawfulness arising out of inappropriate equipment or action of the user. The Holder is not responsible for the cessation of access to Checkpoint.rs if it falls under the scope of obligations of the company providing internet access to the Holder. The Holder will make every effort when advising the user about the use of communication devices. The Holder shall not be liable for any direct or indirect damages or inconveniences caused to the user due to possible technical problems or termination of operation of Checkpoint.rs.

11. Assistance When Using Checkpoint.rs

The Holder will ensure, free of charge, permanent assistance and advisory services pertaining to the usage of Checkpoint.rs – by telephone, fax or e-mail.

12. Responsibility for Data Usage

Although the Holder believes that all data contained in Checkpoint.rs is of good quality, correct and updated, it shall not be liable for any indirect or direct damages or inconveniences caused to the user arising from use of data from Checkpoint.rs or due to possible errors or incorrect data that might occur on Checkpoint.rs.

The Holder declares that all data and other services provided by Checkpoint.rs are as they are and does not guarantee their correctness and applicability for the user's work or intention.

13. Copy Right Protection

The user confirms that he/she is acquainted with the instructions and rules for using Checkpoint.rs and that, pertaining to the part of Checkpoint.rs where information can be sent to Checkpoint.rs, rules and regulations will be taken into account, particularly those related to copyright protection. The user declares that all information and other creations sent to Checkpoint.rs are free of copyright protection or are available to be freely used by everybody, i.e. belong to the public domain or are shareware, with the exception of those for which the author explicitly requires otherwise. It is also not allowed to upload to Checkpoint.rs copyright-protected commercial programs without previous and appropriate authorization.

14. Limitation of Data Usage

The user agrees to only use the data obtained from Checkpoint.rs for the user's own purposes and to not distribute it in the form or with the intention incompliant with the provisions of the General Conditions, and without explicit consent of the Holder. In particular, the user will not use or copy individual data or data classified in databases or parts of databases of Checkpoint.rs to another computer or to any other medium with the intention of using in any way this data, classified in the same or similar way as in the Checkpoint.rs databases.

The user shall be liable to pay compensation if use of the data acquired from Checkpoint.rs contradicts or violates the rules for usage and the provisions of the General Conditions.

15. Termination of Subscriptions

Unless otherwise agreed, the validity of the order from or of the contract shall be one (1) year from the date it is signed and shall be automatically continued unless the subscriber makes a cancellation in writing. None of the ordered passwords can be cancelled before the expiry of the order form or of the contract.

Holder has in case of unpaid obligations the right to terminate contract. Subscriber has, after prior notification, 3 working days to settle obligations to holder. In case obligations are still unpaid, subscriber has to pay proportional subscription for past period and

Usage. The user may cancel the subscription pertaining to all passwords or only to a part of ordered passwords 30 days before the expiry of the order form or of the contract. Any violation of the General Conditions shall result in termination of the subscription at the end of the current month, in which case the Holder will take the password away from the user on the first day of the following month.

16. Restriction of Automated Access

Access to the Checkpoint.rs portal is permitted exclusively through standard web browsers intended for human use (such as Google Chrome, Mozilla Firefox, Microsoft Edge, Safari, and similar). Any automated, machine, or scripted access (including but not limited to “crawling”, “scraping”, “bot”, or “API” access) without the prior written consent of the Holder shall be considered unauthorized access.

If unauthorized automated access to the portal is detected, each individual request shall be charged at a rate of **100 RSD**. The Holder reserves the right to initiate appropriate legal actions to protect its rights and seek compensation for damages.

17. Price change

The Holder reserves the right to increase service fees by at least the official inflation rate for the relevant calendar year. The Holder shall notify users of any price change in accordance with the terms of the agreement.

18. Settlement of Disputes

Any disputes shall be settled by the competent Court in Belgrade (Privredni sud).