

Terms and Conditions

1. General - Scope

- 1.1 The following terms and conditions apply to all business relationships between the customer (hereinafter named as the „client“) and ENON SOLUTIONS DOO BEOGRAD-NOVI BEOGRAD, (hereinafter named as „us“ and „we“). The governing law is that which was valid when the contract was put into effect.
- 1.2 Dissenting, conflicting or additional client terms and conditions, even if acknowledged, are not part of the contract unless their validity is expressly agreed upon.

2. Conclusion of the contract

- 2.1 Our contracts can be subject to change. We reserve the right to make technical and other changes within reason.
- 2.2 The confirmation and acceptance of the contract must be incorporated together.
- 2.3 We are also entitled to reject the business offer after examining the reliability of the client.

3. Scope of services

- 3.1 If the security of network operations or the maintenance of network integrity is in jeopardy, we can temporarily restrict access to the service as required.
- 3.2 The services offered are those valid at the time of the sign of the contract based on the offer information and the applicable monthly charge, at the time.

4. Data integrity

- 4.1 Where data is transmitted to us, the client is required to back up their data regularly. The server will be backed up regularly by us when this is part of the offer. In the case of data loss, the client must transfer the respective databases to us again free of charge.
- 4.2 The client is obliged to carry out a complete data backup before any changes are made.
- 4.3 All security credentials including passwords must be kept confidential. The client will be held liable for any malpractice resulting from the unauthorized use of the security credentials. If the client becomes aware that unauthorized third parties know the password, they have to inform us without delay. If the client is at fault for third-party password abuse, the client will be liable for all user fees and damages. In suspicious cases the client is able to request a new password, which we then send on to the client.

5. Privacy

- 5.1 Personal data of clients will only be collected and used, if they are required for the creation, content arrangement or modification of the contractual relationship. The client is obligated to update these data in their online administrations interface..
- 5.2 We do not give any personal client information to third parties, with the exception of our service partners in so far as this is required to determine payment and billing with the client.

6. Published Content

- 6.1 It is the client's responsibility to identify the Internet content as their own or as third-party content. The client's full name and address must be present.
- 6.2 The client undertakes not to publish content that may violate the rights of third parties or otherwise violate the law. The placement of erotic, pornographic, extremist material or material not deemed in good taste is not permitted. We are entitled to block access to the account of any client who violates this.

The same applies in the event that the client publishes content

which is capable of violating the rights of individuals or groups of people, or that insults or denigrates these people. This applies even without an actual legal claim. We are not obligated to review our clients' content.

- 6.3 The sending of spam mail is forbidden. This includes in particular the sending of illegal, unsolicited advertising to third parties. With regard to the sending of Emails, it is forbidden to provide false sender information or to conceal the identity of the sender by other means. We are entitled to block access if this is not respected.

7. Liability

- 7.1 For direct damages, secondary damages or lost profits due to technical problems and disturbances within the Internet that are not in our sphere of influence, we assume no liability. With regard to contractors, we are not liable for minor negligence of contractual obligations. This does not apply to all cases of personal injury and is in accordance with product liability.
- 7.2 If the client's web content is in violation of the obligations mentioned in section 6, particularly in violation of legal prohibitions or morality, they shall be liable to us for all of the resulting direct and indirect damages, including financial loss and property damage. In addition, the customer agrees to free us from all claims by third parties – no matter which kind – that may result from illegal internet or other content. The exemption obligation includes liability for all legal defence costs (e.g. court and attorneys' fees).

8. Terms of payment

- 8.1 Depending on the contractual agreement, a monthly, quarterly or annual charge will be made. All payments are made by invoice. Payment is due immediately upon receiving the invoice.
- 8.2 We are entitled without warning to deduct default interest on all overdue payments as indicated on the invoices.
- 8.3 We are also entitled, in case of default payments, to block the internet presence of the client and to block all other functions.
- 8.4 The acceptance of checks is only for processing.
- 8.5 Invoices are sent by Email as attachments. To receive invoices by ordinary post we are entitled to charge a reasonable service fee. For retrospective changes to invoices, which come about due to no fault of ours, we are entitled to charge a reasonable service fee.

9. Contract duration/cancellation/place of execution

- 9.1 Where not otherwise contractually agreed, the contracts are in place for an indefinite period of time.
- 9.2 The contract is cancellable without giving reasons by both parties at any time during a period of 30 days to the end of the month, but at the earliest on expiry of the contract period stipulated in the contract. A cancellation can be done in writing by letter, fax, email or via the secure online administrations interface, provided this option is available.
- 9.3 We are also entitled to terminate the contractual relationship for good cause without notice. One important reason for termination would be in the case of the client being in arrears with payments for two consecutive months for a substantial part of the remittance owed. Another important reason, among others, can also be that the customer contravenes or ignores warnings about infringement of the requirements of section 6.

Another important reason, resulting in blocking or termination without notice, may be that the client uses content, which affects the performance or the safety of the server.

- 9.4 The main place of business for all services under this contract is Republic of Serbia. Jurisdiction for all disputes arising from this contract is for the relevant local court in Republic of Serbia if the client is a contractor, a legal entity of public law, or public legal special fund and if nothing else is specified in contract.

The same applies if the client does not have general jurisdiction in Serbia or when the domicile or usual place of residence at the time of the action is not known. We are also entitled to take legal action in the client's country of residence.

- 9.5 If the client intends to devolve his contractual rights to another person, he requires our previously written consent. Devolution of contractual rights can only be made in writing by letter, fax or via the secure online administrations interface, provided this option is available. When devolution is carried out by letter or fax, the previous and the new contract partners must both provide a signature.

10. Cancellation terms

10.1 Right of withdrawal

You have the right to withdraw from this contract, if it is not

restricted in the contract, without giving any reason. The withdrawal period will expire after the day of the conclusion of the contract. To exercise your right of withdrawal, you must inform us (info@mars-server.net) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax, email or via the secure online administrations interface). You may use the withdrawal form template, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning the exercise of your right of withdrawal before the withdrawal period has expired.

11. Queries and complaints

Queries and complaints should be addressed to info@mars-server.net