TERMS OF USE

These website terms of use apply to the entire contents of this website under the domain name www.konstrukcija.org and/or www.konstrukcija.me (the "Website") and to any correspondence by e-mail between us and you. Please read these terms of use carefully before using this Website. Using this Website indicates that you accept these terms of use regardless of whether or not you choose to register with us. If you do not accept these terms of use, do not use this Website. These website terms of use are issued by KONSTRUKCIJA d.o.o., Podgorica (registered number: 02700751-302, VAT number: 30/31-07299-8) whose registered office is at ul. Svetozara Markovica br. 5, 81,000 Podgorica, Montenegro ("us" "we" "our").

1. INTRODUCTION

1.1 You may access most areas of this Website without registering your details with us. Certain areas and services of this Website are only open to you if you register.

1.2 By accessing any part of this Website, you shall be deemed to have accepted these terms of use in full. If you do not accept these terms of use in full, you must leave this Website immediately.

1.3 We may revise these terms of use at any time by updating this posting. You should check this Website from time to time to review the then current terms of use, because they are binding on you. Certain provisions of these terms of use may be superseded by expressly designated legal notices or terms located on particular pages of this Website.

2. USE OF THIS WEBSITE

2.1 You are permitted to print and download extracts from this Website for your own use on the following basis:

- (a) no documents or related graphics on this Website are modified in any way;
- (b) no graphics on this Website are used separately from accompanying text; and
- (c) our copyright and trade mark notices and this permission notice appear in all copies.

2.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these terms of use, any use of extracts from this Website other than in accordance with paragraph 2.1 above for any purpose is prohibited. If you breach any of the terms in these terms of use, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

2.3 Subject to paragraph 2.1, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

2.4 Any rights not expressly granted in these terms of use are reserved.

3. WEBSITE ACCESS

3.1 While we endeavour to ensure that this Website is normally available 24 hours a day, we shall not be liable if for any reason this Website is unavailable at any time or for any period.

3.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for any other reason whatsoever.

4. VISITOR MATERIAL AND CONDUCT

4.1 Other than personally identifiable information, which is covered under our Privacy Policy (see below), any material you transmit or post to this Website shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

4.2 You are prohibited from posting or transmitting to or from this Website any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

(b) for which you have not obtained all necessary licences and/or approvals; or

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of, or infringe the rights of any third party in, the MNE or any other country in the world; or

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

4.3 You may not misuse the Website (including, without limitation, by hacking).

4.4 We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of paragraph 4.2 or paragraph 4.3.

5. LINKS TO AND FROM OTHER WEBSITES

5.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed any of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and we shall have no liability to you for any failure on the part of the operator of the linked website or any of its suppliers to fulfil any obligation owed to you or for any defective or deficient product or service any of them might supply to you.

5.2 If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:

(a) you do not remove, distort or otherwise alter the size or appearance of our logo;

(b) you do not create a frame or any other browser or border environment around this Website;

(c) you do not in any way imply that we are endorsing any products or services other than its own;

(d) you do not misrepresent your relationship with us nor present any other false information about us;

(e) you do not otherwise use any of our trade marks displayed on this Website without our express written permission;

(f) you do not link from a website that is not owned by you; and

(g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

5.3 We expressly reserve the right to revoke the right granted in paragraph 5.2 for breach of these terms of use and to take any action we deem appropriate.

5.4 You shall fully indemnify us for any loss or damage we suffer or any of our group companies suffer for breach of paragraph 5.2.

6. REGISTRATION

6.1 Certain areas of this Website require you to register. Any username and password given to you is secret and personal to you. You must not disclose such username and password to any third party in any circumstances. You must take all precautions to prevent it being used by anyone else, including:

(a) not writing down the password in any manner or way that makes it easily accessible to someone else to make use of;

(b) not telling anyone else the password; and

(c) writing to us immediately if you know that anyone else knows the password, so we can issue a new password.

7. DISCLAIMER

7.1 While we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to

the services and prices described in it, at any time without notice. The material on this Website may be out of date, and we make no commitment to update such material.

7.2 Other than any service you decide to accept on separate terms and conditions from us, the material on this Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you access to this Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms of use might have effect in relation to this Website.

8. LIABILITY

8.1 We, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

8.2 Nothing in these terms of use shall exclude or limit our liability for death or personal injury caused by our negligence or fraudulent misrepresentation.

8.3 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

9. DATA PROTECTION

9.1 For the purposes of data protection legislation within the MNE you hereby consent to our processing of "personal data" by submission of your personal information to this Website and we agree that we will treat the personal data as confidential.

9.2 You acknowledge and agree to be bound by the terms of our Privacy Policy.

10. GOVERNING LAW AND JURISDICTION

10.1 These terms of use shall be governed by and construed in accordance with the MNE law. Disputes arising in connection with these terms of use shall be subject to the exclusive jurisdiction of the MNE courts.

11. MISCELLANEOUS

11.1 If any part of these terms of use are unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other parts of these terms of use will not be affected.

11.2 These terms of use set out the whole of our agreement relating to your use of and access to the Website. They may not be varied by you at any time. Nothing said by any person on our behalf should be understood as a variation of these terms of use or an authorised representation about the Website or the nature and quality of items displayed thereon. We shall have no liability for any such representation being untrue or misleading.

12. CONTACT

All comments, queries and requests relating to our use of your information are welcomed and should be addressed to address given above.