

I Part of the Agreement (Part II of the Cooperation Agreement is available to you, after acceptance of this part of the Agreement, registration and approval of access by the Platform Administrator. After you have accepted the II part of the contractual agreement, you can use the Booktransfer.eu platform and the legal/contractual relationship between the platform and the user is considered concluded).

Terms of use

These Terms of Use (hereinafter referred to as the "**Terms of Use**") apply to the Company's services:

- *Saša Čečulović PR internet shop and services Negotin;*
- **Street:** Karapandzina 18/54
- **MB:** 64947303
- **PIB:** 110673637
- **Principal activities:** 79.90-Other reservation services and related activities; 47.91-Retail sales via mail order or Internet
- **web address:** Booktransfer.eu; after you have accepted the second part of the cooperation agreement, you can use the platform Booktransfer.eu and the legal/contractual relationship between the platform and the user is considered to be concluded.
- **e-mail :** info@booktransfer.eu ,

This is the registrant of the internet domain name booktransfer.eu, under whose control the internet platform is displayed under the same internet address (hereinafter: "platform"). By registering an account, searching and using the services of the platform or making a reservation, you confirm and agree that you have read, understood and accepted the following general terms and conditions, including the privacy policy and rules.

SIGNIFICANCE OF INDIVIDUAL CONDITIONS:

"Company" "Service Provider" - a legal entity that advertises and offers the provision of transport services (e.g. car or bus transport, taxi transport, limousine service, car rental with driver) via the Platform under the specified conditions.

"Customer" - a natural person who applies through the Platform to use certain services, specifying the conditions under which he is willing to use the services.

"Users" - jointly named companies and customers;

"Platform" - The website Booktransfer.eu , its content and infrastructure, as well as the online reservation services provided on this site, are the property of Sasa Ceculovic PR Internet shops and services Negotin, S. Karapandzina 18/54, MB:

64947303, PIB: 110673637, which carries out its business activities on the Internet through the Platform and deals with the mediation/contacting of customers with companies with relevant offers. This platform offers companies the possibility to advertise, present and offer their services, while it gives customers the possibility to find and compare companies in order to find a suitable offer for their services. By booking the relevant service by the customer, users enter into a direct communication and a direct (legally binding) contractual relationship with respect to the use, purchase and payment of the reserved service. The Platform and the entrepreneur Saša Čečulović PR Internet shop and services Negotin does not offer or sell services for the company or other products/services;

"Reservation" - The selection of the appropriate company by the Customer, which allows the Customer to access the field on the platform, which is referred to as a binding reservation. Although this service is primarily intended for customers, the Platform also offers this possibility to the companies themselves, who have the option of booking the service of another company in addition to the offer.

"E-Confirmation" - A notification received by the Customer after the reservation is made, sent by the Platform in place of or on behalf of the Company, concerning the transmission of relevant data from the reservation of the selected Company. It contains the number of the reservation.

"Booking (binding)" - a field, the selection of which implies the establishment of a direct (legally binding) contractual relationship with the company, which concerns the purchase and payment of binding reserved services and is deemed to constitute acceptance of the offer or conditions under which the selected company offers the reserved service.

"Administrator" - a person responsible for managing and editing the platform and for interaction with users.

"Profile" "Account" - an account that users register and create on the Platform in order to highlight requests or offers on the Platform or to access the services provided by the Platform.

"Service" - Services provided by the Platform that allow Users to create their profiles on the Platform, through which they can establish a faster, easier and more efficient connection in order to establish a business relationship regarding the purchase and payment of the reserved Service.

"Offer" - relevant information about the Service Provider, based on information entered by the Company itself on the Platform, which has access to the Platform's systems and thus bears full responsibility for updating prices/payment terms and cancellations/availability and other information displayed on the Platform.

"Payment and Cancellation Conditions" - conditions concerning the payment terms for the service, the possibility of refunds and the possibility and method of cancelling the reservation is determined by the companies and is an integral part of their offer.

"Cancellation" - a simple termination of the contractual relationship with the Company by the User via the Platform. It is carried out in accordance with the consequences provided for in the Company's payment terms and cancellation.

"Free form" - a questionnaire displayed on the platform where the customer can enter the parameters for the choice of route, information about the group at the customer's premises, the desired characteristics and equipment for the provision of the company and the customer's contact details from which an enquiry can be made

"Inquiry" - the customer's advertisement created on the basis of the desired parameters specified in the free form.

"Filter" - parameters entered by the Customer during the Company search, which relate to selected parameters of the Company (city, country, vehicle year, company rating, number of seats, vehicle equipment, additional vehicle resources, etc.)

"User name" - identification of the user, i.e. first and last name of the customer/name of the company

"Commission" - a monthly fee paid by the companies for the use of the services of the Platform. Consists of a small percentage in relation to the total price of the reservation and the amount can be increased by companies.

"Wallet" - an option on the platform where companies can deposit the desired amount of money and use it as a means of advertising on the platform.

"Ranking of companies" - a list of companies using the services of the platform. They are ranked on the basis of the price of the commission they pay. They range from those who pay the highest commission to those who pay the lowest.

"Business evaluation" - business evaluation of customers, expressed as a percentage in relation to the evaluation of quality and the service provided.

"Questionnaire" "Business evaluation form" - a questionnaire containing the parameters on the basis of which the business evaluation is prepared.

"Advertiser" - user or other person who uses the advertising on the Platform and pays a fee provided by the Platform, all of which are in compliance with the Advertising Act.

"Advertising Price List" - an action displayed on the Platform that provides for advertising prices and is subject to changes.

"Intellectual property rights" - trademark rights and subjective copyrights as well as rights related to copyrights, which are regulated by the current Law on Copyright and Related Rights^[1] the Trademark Law^[2] and other positive legal regulations of the Republic of Serbia, which directly or indirectly regulate intellectual property rights issues.

" Privacy Policy " - The general law of the Platform and the integral part of these Terms of Use is that customers are informed about what personal data is collected by the Platform. The purpose and basis of their processing, the duration of data retention, instructions on the customer's rights, incident procedures, as well as the customer's consent that the Platform may collect, process and store their personal data contained in this document in the capacity of the Operator.

"Rules" - a specific act of the Platform and an integral part of these Terms of Use, which constitute further rules and regulations for companies and customers who use the Service in relation to information that appears to be controversial in the practice of the Platform, are contained in this document. The rules are contained in the second part of the contractual agreement.

1. INTRODUCTORY PROVISIONS - COMPANY

- 1.1. In order for companies to access the Platform and use the Service and other services of the Platform, they must read the Terms of Use and the full contractual agreement and accept these documents to confirm that they agree to all rules and conditions of use of the Platform.
- 1.2 The Platform may amend or supplement these Terms of Use and/or the Rules and the appearance of the Website as necessary to improve, speed up and make the operation of the Platform more efficient, or in other cases by publishing changes to the Platform, documents will be sent to the Company for approval if the amended version is available.
- 1.3. Amendments to the Terms and Conditions of Use in accordance with Article 1.2. do not apply to reservations made prior to the publication of the amended Terms and Conditions of Use in accordance with Article 1.1.
- 1.4. The platform offers the service to the companies by putting the companies in contact with potential customers who may be interested in the offer they have published on the platform, so that the customers make a reservation of the services they offer and enter into a legally binding or contractual relationship with the entrepreneur.

1.5. for the service referred to in Article 1.4: the contractor shall pay the Commission the amount and type provided for in Article 1 of the second part of the contractual agreement.

2. PROFILING (ACCOUNT) - COMPANY

2.1 The account creation consists of the registration of the obligatory data of the Company, the acceptance of the I. and II. part of the contractual agreement and, if applicable, other elements of the account on the basis of the data whose entry is not obligatory.

2.2 Mandatory elements entered/transmitted to enable the company to successfully complete the order:

- Name of the company;
- company logo;
- Company name (official);
- Company registration number;
- UID number;
- Address;
- Activity of the company through the options offered - bus travel/travel agency/taxi/limousine service/vehicle rental with driver?
- Year of foundation;
- Phone number;
- Password;
- Name and surname of the applicant (legal representative) at the company;
- Company e-mail address;
- license;

2.3. Optional elements that are entered/transmitted and on which the successful creation of the company account does not depend:

- Company website;
- Description

2.4. When registering an account, the Company creates its user name, which is visible to other users, where the user name is the name of the Company.

2.5. After entering the User Name (Company Name), the Company creates a password, which must be confirmed by the User, and then they exercise the right to access the Service and other services of the Platform.

2.6. In order to protect and secure the Company Account, the password created must be "strong" and complex, must not consist of generic words, and must be changed if necessary. The Platform's recommendation is that the password should consist of incorrectly arranged lower and upper case letters, numbers and punctuation marks.

2.7. Apart from the entry of the mandatory elements of the Profile listed in Article 2.2, the activation of the Company Profile is subject to the approval of the activation by the Platform Administrator after additional verification in public databases and registers of companies.

2.8 The platform may be used from point 2.3, the data from article 2.2. paragraph 1 points 1 and 2 and the input of photos by the company for the purpose of advertising its service via social networks or other channels.

GENERAL CONDITIONS

3. COMMISSION AND RANKING OF COMPANIES

3.1. The commission is a fee which is a small percentage of the total price of the reservation and which the Company pays to the Platform for the use of the Service. The aforementioned commission depends on the realisation of the specific service to which the commission relates. The company may increase the commission voluntarily. Details of the

commission and the company's ranking are set out in Part II of the contract agreement.

4. ADVERTISING

- 4.1. The Platform offers advertisers the opportunity to advertise their products/services, whereby they are obliged to pay the fee provided for in the act of the Platform, which is called the Advertising Price List.
- 4.2 Advertising according to Article 4.1. represents Internet advertising within the meaning of Article 45 of the Advertising Act.
- 4.3 The Advertiser bears sole responsibility for the content of the advertisements displayed on the Platform, i.e. he guarantees that the content belongs to him, i.e. that he has regulated all intellectual property rights that third parties may refer to in relation to the content, and that the content complies with the applicable regulations of the Republic of Serbia. All in accordance with the Law on Advertising.
- 4.4. At the possible request of an interested third party, the Platform will provide him with a clear identification of the Advertiser during the advertising period and 30 days after the cessation of the advertising.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. By adding photos and content to the Platform's system, Users confirm, guarantee and declare that they agree to the copyright of the photos/images and that the Platform may use the added photos/images on its website.
- 5.2. In accordance with Article 5.1, the User must ensure that the photographs, images or other content published does not contain viruses or Trojan horses, that no document is infected, that it does not contain pornographic, illegal, obscene, offensive, illicit material and that it does not infringe the rights (intellectual property, copyright or privacy rights) of third parties.
- 5.3. In connection with Article 5 .1, in the event that a third party applies for the Platform and/or files a claim against the Platform with the competent court for copyright protection of the Content and/or photographs and/or a claim for compensation, the Users undertake to damage the Platform, to act as interveners on the Platform's site and to reimburse all damages and all costs incurred by the Platform as a result of the unauthorised use of the copyrighted work.
- 5.4. All rights, including but not limited to intellectual property rights, to all content, materials and information defined by the Platform and their appearance (including infrastructure) belong to the Platform as owner and as such are not transferred to Users.

6. COMPANY EVALUATION FORM (QUESTIONNAIRE)

- 6.1. The company valuation form is filled in by the customers and consists of the following parameters:
 - 6 .1.1. parameters to be filled in by the customer by entering comments (text)
 - field for leaving positive comments
 - field, for leaving negative comments
 - 6 .1.2. parameters, in relation to which the customer gives an evaluation in percentage values in the range from 0 to 100% and refer to:

- driver;
- accuracy/driver responsibility;
- Vehicle cleanliness;
- convenience in using the service;
- Ratio between price and quality of the service provided

- 6.2. Fulfilled parameters from article 6 .1.1. and article 6 .1.2. lead to a company evaluation of customers to which all users of the platform have access.
- 6.3. Specified percentages in relation to the set parameters from article 4 a 6.1.2. are added and their mean value corresponds to the rating given by the customer.
- 6.4. The mean value of all grades from Article 6 .3. represents the company valuation.
- 6.5. Parameters from article 6.5 You can easily choose between the yes/possible/no options specified on the platform.
- 6.7. Access to the business evaluation form is only granted to customers who have used the Service with that particular service provider.
- 6.8. The Customer accesses the business evaluation form by accessing the link that the Platform sends to his e-mail address after the Service has been implemented.

7. USER RULES

- 7.1. By accepting these Terms of Use, Users undertake to use the services of the Platform, to conduct activities on the Platform and activities in interaction with other Users in accordance with the applicable regulations of the Republic of Serbia. You also undertake to comply with good business practices, morals, business ethics and the principle of conscientiousness and honesty
- 7.2. By accepting these terms and conditions of use, users commit themselves in particular
 - to comply with all rules relating to the use of the platform;
 - to respect the rights, interests and safety of other users
 - to fulfil their obligations under these conditions;
 - not to misuse confidential information;
 - not to harass or discriminate against other users in any way
 - not to create an identity of other persons and not to create a profile in another name in order to mislead other users as to their identity
 - to provide only accurate and true information;
 - are responsible for the content they publish on the platform;
 - not to publish any content that is contrary to the applicable laws or statutes of the Republic of Serbia
 - not to distribute explicit or pornographic content of offensive nature to other users
 - not to pass on any content that provides incomplete, false or inaccurate information about people, products or services
 - do not publish any content containing a virus program or code that could damage a system.

- not to publish any content that could damage the business and/or reputation of the Platform;
- to respect the confidentiality and privacy of other users
- not to disclose information or documents obtained in any way whatsoever, except in accordance with the relevant applicable law or where authorisation for such disclosure is given directly by the Platform
- no use of robots, spiders or other authorised means to access the platform
- do not take any measures that could significantly burden or impair the function of the platform;
- not to copy, modify or publicly display any Content of other Users on the Platform without the prior express written consent of the Platform and the User to whom the Content relates
- do not interfere or attempt to interfere with the proper operation of the Platform, the Service or any other activities carried out on or from the Platform
- not in any way publish or otherwise make available screenshots of a page of the Platform and in particular not publish or otherwise make available to third parties any correspondence/text messages or communication with other Users from the Inbox

8. COMMUNICATION BETWEEN COMPANY AND PLATFORM (INBOX)

- 8.1. The Company and the Platform communicate with each other through the incoming mail, by SMS and in accordance with the applicable regulations of the Republic of Serbia.
- 8.2. Text messages exchanged in the inbox must not contain content that is offensive, derogatory, intimidating or discriminatory on the basis of gender, sexual orientation, religion, nationality, race, age, national origin or disability.
- 8.3 When writing and exchanging text messages, users are obliged to comply with the rules of conduct set out in article 7 of these Terms of Use.

9. DISCLAIMER AND RIGHTS OF THE PLATFORM

- 9.1. The Users agree that the contractual relationship between the Clients and the Company (hereinafter referred to as the "**relationship**"), as far as the provision of services is concerned, is exclusively a relationship between them, i.e. that the Platform does not have the status of a party to the contract in the relationship between the Users.
- 9.2. The Platform does not guarantee and is not responsible for the establishment or non-establishment of a business or other relationship between the Users or for the fulfilment of their mutual obligations arising from such a relationship, but only offers mediation services between Users in order to connect Users with appropriate instructions and offers.
- 9.3. If the User causes damage to another User in connection with the Platform's service by misleading, fraud, violation of the right to privacy or in any other way, the Platform shall not be liable for such damage.
- 9.4. Users are fully responsible for the accuracy, completeness, truthfulness and timeliness of the information they publish (including prices/fees/availability/rules/conditions, etc.), while the Platform is not responsible for errors (including obvious and literal) caused by

interruptions. links on the Platform (whether they are malfunctioning, repair, improvement or maintenance of the Platform or anything else) or inaccurate, untrue or misleading information or missing information.

- 9.5. The ratings of the company on the Platform are not and should not be considered as a recommendation or confirmation of the quality, service level, qualification of an available company or its services and/or vehicles, but represent a free rating of the user of the company. The Platform does not determine the accuracy
- 9.6. Complaints in connection with the Service regarding the price, rules or special requirements requested by the Customer will be resolved with the Service Provider. The Platform is not responsible and assumes no responsibility in connection with such complaints and requests.

10.DELETE USER ACCOUNTS

- 10.1. The Platform has the right, directly or through a third party, to carry out any checks that it deems necessary to validate the User's identity and, in case of doubt, to ask the User to provide information in addition to the information provided for the account registration.
- 10.2. The Platform has the right to block or delete the User Account if it does not receive any additional information necessary to validate the User's identity as referred to in Article 10.1.
- 10.3. It is at the discretion of the platform to delete the customer's order in the following cases:
 - if he suspects that the customer is committing a fraudulent act
 - if it is established that the customer is not acting in accordance with the rules of conduct set out in Article 7
 - if the customer violates the provisions of these terms of use
 - if the customer's account is not active
 - if the Platform discovers that the Customer's behaviour and/or content tends to damage the reputation of the Platform and/or damage the Platform in any way
 - for any other reasons which the platform considers justified or appropriate.
- 10.4. It is at the discretion of the platform to delete the company profile in the following cases:
 - if it has at least two due commitments to the platform on behalf of the unpaid commission
 - when the companies cease to exist as legal entities due to insolvency or for other reasons .
- 10.5. If the Platform deletes the User Account for one of the above-mentioned reasons, the Platform may, at its own discretion, block the Internet Protocol address (IP address) to prevent the same User from registering again.

11.Settlement of disputes with the platform

- 11.1. The application of the procedural and substantive law of the Republic of Serbia and the judicial forum of the same country is agreed for all disputes and legal issues arising from the User's relationship with the Platform.
- 11.2. The users and the platform agree that they will solve all possible misunderstandings amicably. If they fail to do so, they agree to submit to

the jurisdiction of the court in Negotin, Republic of Serbia, to settle the dispute.

- 13.3. All requests/claims submitted by Users against the Platform, i.e. disputes initiated by Users against the Platform, must be settled in accordance with the terms and rules of these Terms and Conditions, the Law on Obligations [\[3\] of the](#) Republic of Serbia and other applicable regulations of the Republic of Serbia that regulate the matter of these Terms and Conditions of Use.

12. Settlement of disputes with other users

- 12.1. If a dispute arises between the Users or the User and third parties regarding the content or services provided by the Platform, the Users agree that the Platform is not obliged to intervene on the part of the User, nor is the Platform obliged to participate in any way in the resolution of such a dispute (in accordance with the provisions of these Terms of Use).
- 12.2. In the event of a dispute pursuant to Article 12.1, Users undertake not to provide the Platform's data in their requests, nor to make the Platform's data publicly accessible in any way whatsoever, unless the mandatory standards of positive legal regulations of the Republic of Serbia oblige them to do so.

13. DEACTIVATION OF ACCOUNT BY USER

- 13.1. Deactivation of the account means that you will contact the Platform to permanently delete the account from the Platform. This will prevent the user from continuing to use the service.
- 13.2. The deactivation of the order also means the termination of the legal and contractual relationship from the terms of use, which has a *pro-futuro* effect.
- 13.3. In the event of termination of the Agreement by the Company due to the termination of the legal entity or for other legitimate reasons and after settlement of the Company's outstanding obligations to the Platform, the Platform will refund all monies from the Company's wallet.
- 13.4. The Platform has the right to store some of the User's personal data in order to comply with its legal and contractual obligations.
- 13.5. Deactivation of the Account by the User does not necessarily imply the deletion of information/data relating to a specific User, which is contained in the User Account or which relates to the User's actions in connection with the Platform Service, in accordance with the Privacy Policy.

14. DATA PROTECTION AND CONFIDENTIALITY OF DATA

- 14.1. The Platform uses the Customer's data in accordance with the Privacy Policy and undertakes to protect the privacy of all Customers in order to collect only the necessary basic data about Users, i.e. the data required for the Service, the fulfilment of contractual obligations and the provision of information to Customers in accordance with good business practices and to provide quality service, all in accordance with the Privacy Policy.
- 14.2. Entering into a legal relationship with the Platform requires the acceptance of the Data Protection Policy, which forms an integral part of these Terms of Use and is attached thereto. The Platform Service may not be used by customers who object to the use of their data in the manner provided for in the Privacy Policy.

- 14.3. The use of the User's data and in particular the User's contact details for marketing purposes is prohibited, unless the User has given his express consent to such use or in the case referred to in Article 2.8.
- 14.4 All information about Users on the Platform will be kept strictly confidential and will only be available to Platform Administrators who need this information to perform work that Administrators can access and make changes only on the User's instructions. The Platform is responsible for compliance with the Privacy Policy Privacy Policy and records of personal data processing.

15.PAYMENT

- 15.1. In the event that a third party approaches the Platform with a request and/or asserts a claim against the Platform at the competent court for damages caused by a breach of a provision of these Terms of Use by the User or a breach of applicable provisions of the Republic of Serbia or the rights of third parties during the use of the Service and/or in connection with the use of the Service as an intervening party on the side of the Platform, the User undertakes to initiate proceedings and to compensate any damages and all costs incurred by the Platform as a result of such damages.

16.ACCOUNT SECURITY

- 16.1. Users are responsible for maintaining the security of their Profile and are fully responsible for all activities in their Profile and for all other actions taken in connection with the Profiles.
- 16.2. Users must notify the Platform as soon as they become aware of an unauthorised use/access to their profile or suspect that such use/access exists and/or another security breach of the profile and/or Platform.
- 16.3. Users are obliged to do everything possible to protect their profile, i.e. to prevent unauthorised access to the profile and/or security breaches.
- 16.4. The Platform shall not be liable for any acts and/or omissions of the User, including damages of any kind resulting from such acts and/or omissions.
- 16.5. Users are solely responsible for the password of their profile and may not share it with others. The Platform shall not be liable for any loss and/or damage caused by unauthorised access to the User's profile because the User has not provided his password, or for any other errors made by the User.

17. E-SERVICE

- 17.1. For any information, users can contact the e-service of the Platform, which provides technical support services, at the following contact information:
e-mail: info@booktransfer.eu

Based on the Act on Personal Data Protection [\[4\]](#), Saša Čečulović PR Internet Shop and Services Negotin , on 15.05.2020. . Year brings the following:

DATA PROTECTION REGULATIONS

1. INTRODUCTORY PROVISIONS

- 1.1. This Act (hereinafter referred to as the Privacy Policy) informs Users about what personal data is collected by the operator platform www.booktransfer.eu, the purpose and basis of its processing, the duration of data retention, instructions on the rights of the platform's customers and the procedures in case of incidents, as well as the consent of the customers that the platform may collect, process and store their personal data, as further specified in the text.
- 1.2 The Platform uses the Customer's data in accordance with this Privacy Policy and undertakes to protect the privacy of all Customers in order to collect only the necessary basic data about Customers, i.e. data necessary for the operation of the Service, the fulfilment of contractual obligations and the provision of information to Customers in accordance with good business practices and to provide quality service, all in accordance with the Privacy Policy.

- 1.3 By registering the account, the Customer declares that he has read, understood and accepted this Privacy Policy, i.e. that he has agreed to the collection, processing and storage of data in the manner prescribed in the Privacy Policy.
- 1.4 The Customer declares that before registering the account and accepting the Privacy Policy, he/she has read, understood and accepted the terms and conditions contained in the Terms of Use of the document (hereinafter referred to as the **Terms of Use**).
- 1.5 The internet platform available at www.booktransfer.eu is owned and controlled by Saša Čečulović PR Internet Shop and Services Negotin (hereinafter referred to as the **Operator**).
- 1.6 The Data Protection Directive is drafted in accordance with the rules of the Law on Personal Data Protection of the Republic of Serbia. The rules of this document apply to everything not regulated by the Privacy Policy in accordance with the provisions of the Law on Personal Data Protection.

2. MEANING OF THE CONDITIONS

2.1 The terms used in this Privacy Policy have the following meanings:

- OPERATOR - Saša Čečulović PR Internet shop and services Negotin from Article 1. 5, which processes personal data;
- CUSTOMER - A natural person who uses the services of the platform to use the company's transport services.
- COMPANY - A legal entity that provides services for the benefit of the customer;
- USERS - Common name for the customer and the company
- PLATFORM - Represents the Internet platform www.booktransfer.eu, whose owner and administrator is Saša Čečulović PR Internet shop and services Negotin, which conducts its business through the platform on the Internet
- SERVICE - Services provided by the Platform, which consist in allowing customers and companies to create accounts on the Platform, through which they can establish a faster, easier and more efficient connection in order to establish a contractual relationship between Users in relation to services, that the Platform is not a party to the contractual relationship between the User;
- ADMINISTRATOR - the person responsible for managing and editing the Platform and for interaction with users
- SERVICE - Service provided by the carrier for the benefit of the customer;
- LAW - Law on Personal Data Protection of the Republic of Serbia (*Official Gazette of the RS No 87 of 13 November 2018*);
- DSGVO - General Data Protection Regulation of the European Union (*2016/679*);
- CONSENT is any voluntary, firm, informed and unambiguous expression of the Customer's will by which the Customer makes a statement or clear positive action and consents to the processing of personal data concerning him.
- PERSONAL DATA means any data relating to a natural person whose identity can be determined or identified, directly or indirectly, in particular on the basis of a mark such as a name

and identification number, location data, identifiers in electronic communication networks or one or more factors specific to his physical, physiological, genetic, mental, economic, cultural or social identity.

- PERSONAL DATA PROCESSING is an action or set of actions performed automatically or non-automatically with the Customer's personal data or sets of personal data, such as collecting, recording, sorting, grouping, i.e. structuring, storing, comparing or modifying, recognizing, using, disclosing by transmission or delivery, copying, distributing or otherwise making available, comparing, limiting, deleting or destroying
- PROCESSOR is a natural or legal person commissioned by the operator to process personal data of the customer on his behalf.
- THIRD party is a natural or legal person, i.e. a government authority other than a customer, trader or processor, and a person authorised to process personal data under the direct supervision of the operator or processor.
- COMPETENT AUTHORITIES are the authorities responsible for the prevention, investigation, detection and prosecution of criminal offences or the execution of criminal penalties, including the protection and prevention of threats to public and national security, and of the legal person. They are legally authorised
- THE COMMISSIONER or THE SUPERVISORY AUTHORITY is an independent and autonomous authority established on the basis of the law and empowered to monitor the implementation of the law and to carry out other tasks prescribed by the law.

3. DATA MANAGER

- 3.1. data controller Saša Čečulović PR internet shop and services Negotin, more precisely defined in article 2.1. point 1 with contact details as in article 1 5.
- 3.2 Operator under Article 3.1. is responsible for personal data collected from the Customer in the manner and to the extent provided by this Act and the law.
- 3.3 The controller shall take the necessary technical, organisational and human resources measures to ensure that the processing is carried out in accordance with the law and to be able to present to the customer risks to the rights and freedoms of the user, taking into account the nature, extent, circumstances and purpose of the processing and the likelihood of the risk and the level.
- 3.4 Information on which of the employees or otherwise in contact with the Operator has access to personal data and who is its Administrator is contained in the record of processing activities pursuant to Article 13.

4. CUSTOMER DATA collected and processed

- 4.1 In order to fulfil the rights and obligations laid down in the Operator's Terms and Conditions of Use, as well as legal obligations, legitimate interests and reasons for improvement, more efficient and legal work of the Operator or the Customer's consent, which is explained in detail below, the Operator collects and processes the Customer's personality.
- 4.2 The operator collects and processes the following customer data:

- First and last name
- e-mail address
- Phone number
- Destination (starting point and finish)
- Travel data of all passengers and underage children and their date of birth
- Departure time of the customer
- Departure date of the customer
- data retrieved by the Internet browser of the website visitor - cookies required for the functioning of the website

4.3. customer data whose collection / processing is not mandatory:

- Photo of the customer
- The data contained in the note in the form of special requests from the customer, which he has written himself

4.4 Special categories of personal data

4.4.1 The controller shall not process data relating to ethnic origin, political opinions, philosophical beliefs, and the processing of genetic data, biometric data for the purpose of the unique identification of individuals, data concerning sexual life or sexual orientation of a natural person.

4.4.2 Exception to article 4.4.1. may be data published by the customer himself in special requests

4.5 Data received from the Internet browser of the website visitors - cookies

4.5.1 The operator may retrieve data from website visitors, namely a statistical cookie called HTTP cookie of type _utma, provided by www.booktransfer.eu and used by Google Analytics to improve the website and provide better service to website users.

4.5.2 The data from the previous article will be used to collect data on the number of visits of visitors to the Website and the data of their first and last visits to the Website and will be kept for two years.

4.5.3 In order to collect this information, website visitors need to give their consent in accordance with Article 6 of this Privacy Policy.

4.6. BOOK TRANSFER PORTAL

4.6.1.1 Users can access their account via a registration form consisting of two fields:

- Username
- Code

4.6.1 The User Name is the name chosen by the user of the Website in accordance with the rules set out in the Terms of Use.

4.6.2 The code is stored in the operator's IT support database without third parties having access to it

4.6.3 The Customer may, if desired, display a photo in his/her account that is visible to other users. When the Customer submits his or her photo, it will be assumed that by taking final action, the Customer has given his or her consent to the processing and use of this photo as personal data in accordance with this Privacy Policy and the Terms of Use.

5. PURPOSE AND BASIS OF THE PROCESSING

5.1 The data referred to in Article 4 shall be processed by the operator:

- based on the need to exercise contractual rights and obligations between the Operator and the User arising from the Terms of Use in accordance with the Terms of Use and the Act in accordance with Article 12(1)(2) of the Act
- on the basis of the need to safeguard the operator's legitimate interests within the meaning of Article 12(1)(6) of the Act
- on the basis of the operator's legal obligation under Article 12(1)(3) of the Act
- on the basis of the consent given by the Customer, which may have a separate form or may be incorporated into this Privacy Policy, acceptance of which shall be deemed to constitute consent under Article 12(1)(1) of the Act
- in accordance with other conditions established by law, according to which the Operator is obliged to collect, store and process the User's data.

5.2 The controller shall process the data referred to in Article 4 for the following purposes:

- Fulfilment of contractual obligations of the operator and the user;
- To meet the operator's legal obligations;
- Legitimate interests of the operator
- For other purposes for which the Customer's consent has been given, unless the consent has been revoked in accordance with the law and this Privacy Policy.
- For other purposes in accordance with the law.

5.3 Processing for other purposes

5.3.1 If the processing is for a purpose other than the purpose for which the data were collected, not based on the law or on the consent of the data subject, the processor shall assess, in accordance with appropriate security measures, whether the other purpose of the processing is compatible with the purpose for which the data were collected, with particular regard to

- whether there is a link between the purpose for which the data were collected and other purposes of the intended processing;
- the circumstances in which the data was collected, including the relationship between the operator and the user;
- the nature of the data ;
- possible consequences of further processing for the customer.

5.4 The controller is obliged to take appropriate technical, organisational and human resources measures at all times to ensure that only personal data necessary for the fulfilment of each individual processing purpose are processed. This applies with regard to the number of data collected, the scope of their processing, the storage period and their availability.

6. CONSENT

- 6.1 The consent given by the Customer may be in a separate form or integrated into the Privacy Policy as a whole, so that a separate part of it, marked Article 6, with a clear and prominent title "Consent", the content of which is described in an informed manner and formed in a transparent, comprehensible, accessible, clear and simple words in the manner required by law.
- 6.2 The Customer is not bound to give consent to the provision of a service or part of the service for which consent is not required and it is considered voluntary, unless without processing for which consent is required the user cannot exercise his right.
- 6.3 The customer has the right to revoke this consent at any time. Revocation of consent shall not affect the permissibility of processing on the basis of the consent prior to revocation. Before consent is given, the data subject must be informed about the right of revocation and the consequences of revocation. Withdrawal of consent must be as simple as consent.
- 6.4 The customer has the right to revoke the consent to processing at any time only on the basis of the consent as a basis, provided that the revocation of the consent does not affect the permissibility of the processing carried out on the basis of the consent prior to the revocation by written notification to the operator.
- 6.5 Consent may also be given in electronic form, so that customers have the opportunity to read the text of the consent when requesting use of the Service and to decide whether or not to accept it by clicking on a box in accordance with Article 6.
- 6.6. data relating to the person whose basis for processing is the consent of the person to whom the data relate
- Data from the Internet browser of the website visitor - cookies necessary for the functioning of the website.

7. RIGHTS OF THE CUSTOMER ON THE BASIS OF PERSONAL DATA PROTECTION

7.1 The right to information and the right of access to information

- 7.1.1 The operator is obliged to provide the following information on the customer, at the customer's request, in a precise, transparent, comprehensible and easily accessible manner, in clear and simple words
- the identity and contact details of the operator and of the employee or any other authorised person with the operator responsible for the processing
 - the purpose of the intended processing and the legal basis for the processing;
 - the existence of legitimate interests of the operator or of a third party, if the basis of the processing is a legitimate interest
 - the recipient, i.e. the group of recipients of personal data, if any;
 - the fact that the trader intends to transfer personal data to another state or international organisation;
 - the duration of the storage of personal data or, if this is not possible, the criteria for determining it;

- the right of existence to request the controller to access, rectify or erase his personal data, i.e. the right of existence to restrict processing, the right of objection and the right to transfer data;
- the existence of the right to revoke consent at any time and that revocation of consent does not affect the permissibility of processing consent prior to revocation;
- the right to lodge a complaint with the Commissioner
- whether the provision of personal data constitutes a legal or contractual obligation or whether the provision of personal data is a necessary condition for the conclusion of a contract, and whether the data subject is obliged to provide personal data and possible consequences if no data are provided;
- the existence of automated decision making, including profiling, where the operator carries out such processing

7.1.2 Upon request under Article 7.1.1, the operator shall respond within 30 days, provided that this period may be extended by a further 60 days if necessary taking into account the complexity and number of requests. The operator is obliged to inform the customer about the extension of the time limit and the reasons for this extension within 30 days of receipt of the request. If the customer has submitted the request electronically, the information must be transmitted electronically if possible.

7.2 Right of rectification and completion

7.2.1 The customer has the right to have his incorrect personal data corrected immediately if possible. Depending on the purpose of the processing, the Customer has the right to complete his incomplete personal data, including an additional declaration.

7.2.2 Where it is possible to make the correction by correcting, deleting and entering various data by the User, the same correction shall be made from Article 7.2.1 or shall be made alone.

7.2.3 If the Customer is not able to make the correction and modification in the manner specified in Article 7.2.2, a request will be sent to the Operator.

7.3 Right to delete

7.3.1 If the legal requirements are met, the operator must immediately delete the personal data mentioned in Article 4 at the request of the client in the following cases:

- personal data are no longer necessary to achieve the purpose for which they were collected or otherwise processed
- The customer has revoked the consent on the basis of which the processing was carried out in accordance with the law, and there is no other legal basis for the processing.
- The customer has lodged an objection to the processing in accordance with the law and there is no other legal basis for the processing that outweighs the legitimate interest, right or freedom of the data subject.
- personal data has been processed illegally;
- Personal data must be deleted in order to comply with the operator's legal obligations;
- personal data has been collected in connection with the use of information society services as defined by law.

7.4 The right to restrict processing

7.4.1 The Customer has the right to request the Operator to restrict the processing of data concerning him, if the processing is unlawful, if this indicates the inaccuracy of the data, if an objection to the processing is filed in accordance with the law, as well as for other legal reasons.

7.5 The right of objection

7.5.1 Depending on the individual case and if it is considered justified, the Customer has the right to object to the Operator at any time to the processing of his/her personal data, which is based on consent, and the Operator is obliged to stop processing the Customer's data.

7.5.2 The Operator is not obliged to interrupt the processing in the manner referred to in Article 7, 5.1. if he has shown to the Customer that there are legal grounds for processing which take precedence over the interests, rights or freedoms of this Customer or are related to the filing, implementation or defence of legal claims.

8. STORAGE OF PERSONAL CUSTOMER DATA

8.1 The client's personal data, which are in Article 4, are stored on the share hosting - server Hetzner Online GmbH, in the Federal Republic of Germany.

8.2 In case of a change of the data storage location for data storage in accordance with Article 8.1, the Operator shall amend the Privacy Policy and notify the Customer thereof.

8.3 The location data for each data item shall be included in the records of processing activities referred to in Article 13, which shall be kept and updated in electronic form.

9. ACCESS TO DATA FROM THIRD PARTIES / PERSONAL DATA PROCESSORS

9.1 The Operator is entitled to use the services of accounting agencies, programmers, IT consultants and other external and internal employees to fulfil the obligations arising from the Terms of Use, to execute payment transactions and legal obligations, to maintain services and improve his work, for whose work and results he is responsible according to the law.

9.2 Processors for each data are identified in the records of processing activities referred to in Article 13.

9.3 The Operator guarantees that the Processor will take the necessary technical, organisational and personnel measures to ensure that the processing is carried out in accordance with the law and that adequate protection of the User's personal data is ensured.

9.4. for the purpose of providing the conditions referred to in Article 9(3) The controller and the processor may conclude a data processing contract which forms an integral or ancillary part of the basic contract and which contains, inter alia, all the elements required by law.

10. DATA SECURITY

10.1 In assessing the level of security required for personal data, the controller shall take into account and monitor the level of technological advances and the cost of their application. He then uses these parameters to assess the nature, scope, circumstances and purpose of the data processing in order to assess the probability of risk and the freedom of the customer.

10.2 Customer data collected via the operator's website is provided with an SSL certificate.

10.3 With regard to the circumstances referred to in Article 1. 1 .1 The operator shall take appropriate technical, organisational and personnel measures to achieve the required organisational level of risk.

10.4 When sending data to the processors, the operator is obliged to provide a secure communication channel through which the data is transmitted and to ensure that the data is stored securely with appropriate security standards.

10.5 A description of the organisational and technical security for each of the data referred to in Article 4 is included in the records of the processing activities referred to in Article 1 3.

11. PROCEDURE IN THE EVENT OF A RISK TO DATA PROTECTION

11.1 If the data referred to in Article 4, the security referred to in Article 1 0, is at risk, the Operator shall take all necessary reporting and protection measures provided by law, including notification of the competent supervisory authority and customers if the requirements of the Privacy Policy and the law are met.

11.2 In the event of a data breach, the operator is obliged to inform the supervisory authority of the breach of the data protection law of a person who may pose a risk to the rights of the customer immediately or at the latest 72 hours after becoming aware of the breach. If the deadline is not met, the operator shall explain the reasons for the delay.

11.3. notification by the operator to the regulatory body in accordance with Article 1 1 .2. shall contain at least the following information:

- a description of the nature of the breach of the right to protection of personal data, including the nature of the data and the approximate number of persons to whom the data relate and the approximate number of personal data whose security has been breached
- The name and contact details of the person from whom the infringement data can be obtained;
- a description of the possible consequences of the infringement;
- a description of the measures taken or proposed by the operator in relation to the non-compliance, including measures to mitigate the adverse effects.

11.4 In case of violation of the right to protection of personal data, the Operator is obliged to inform the Users about the violation of personal data, which may constitute a risk to the rights and freedoms of natural persons.

11.5. notification of the customer in accordance with Article 1 1 .4. it shall clearly and comprehensibly describe the nature of the data and provide the information referred to in Article 1 1 .3.

11.6 The operator is not obliged to inform the customer in the situation referred to in Article 1 1 .4 if:

- has taken appropriate technical and organisational protective measures with regard to the data of the person whose security has been breached

- has subsequently taken measures to ensure that the breach of data of a person exposed to a high risk to the rights and freedoms of the data subject can no longer have consequences for that person
- Notifying the data subject would require disproportionate time and resources. In this case, the operator is obliged to provide the data subject with information by public notice or other effective means.

12. DATA STORAGE TIME AND DELETE

12.1 The data referred to in Article 4 shall be kept as a separate document, kept and updated by the operator, in accordance with the information contained in the records on the processing of personal data of the user referred to in Article 1 3.

12.2 The data referred to in Article 4 shall be kept for as long as necessary for the purpose for which they are processed, but for no longer than 10 years as an obligation to keep records.

13. REPORT ON USER ACTIVITIES PERSONAL INFORMATION TO THE OPERATOR

13.1 The controller shall keep records of the processing of the user's personal data in accordance with Article 4 of this Privacy Policy.

13.2 In addition to the name and business data of the operator, the records shall consist of the following information: group of persons whose data are processed, category of personal data, purpose of processing, third parties to whom data are disclosed, duration of data storage, description of protective measures, form of data storage.

13.3. records referred to in Article 1 3.1. it shall be kept in electronic form and shall be permanently retained in accordance with the law

14. COMMISSIONER / SUPERVISORY AUTHORITY

14.1 The Supervisory Authority for the Protection of Personal Data in the Republic of Serbia is the Commissioner for Information of Public Importance and Protection of Personal Data in the Republic of Serbia. You can contact the Authority at the address Bulevar kralja Aleksandra 15, 11000 Belgrade, Republic of Serbia, by e-mail at office@poverenik.rs or by telephone at +381 11 3408 900.

14.2 The operator shall cooperate with the Commissioner in the exercise of his powers in accordance with the obligations imposed by law.

15. CONTACT DETAILS OF OPERATORS

15.1 In the event that it is necessary to interpret the provisions of the Privacy Policy, exercise the rights of the Customer under Article 4 and other issues provided for by law, the User may contact the Operator to obtain the following contact information:

- E-mail of the operator: info@booktransfer.eu

16. FINAL PROVISIONS

16.1 By accepting the Terms and Conditions of Use, the User confirms that he/she accepts the Privacy Policy, that he/she has read and understood it and that he/she agrees with the principles and purposes of data processing prescribed in this document.

16.2 All changes to the Privacy Policy will be made publicly available in the designated place on the Operator's website. Users will be notified via the same means of communication or e-mail addresses in such a way that they can read the new document.

17. APPLICABLE LAW AND JURISDICTION

17.1 The substantive law applicable to the processing of the Customer's personal data in connection with the processing by the Operator is the law of the Republic of Serbia, the Personal Data Protection Act and, if applicable, the DPA.

17.2 Administrative and judicial proceedings shall be conducted by the local authorities and competent courts of the Republic of Serbia in accordance with the positive legal provisions of that country.

17.3 This translated version is only an unofficial translation and no rights arise from it. In the event of any dispute about the content or interpretation of these Terms and Conditions or any discrepancy or difference of opinion between the Serbian version and any other version of these Terms and Conditions, the final Serbian version shall prevail.

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[1](#) ("Official Journal of the RS", Nos 104/2009, 99/2011, 119/2012, 29/2016 - US decision and 66/2019)

[2](#) ("Official Gazette of the RS", No 104/2009, 10/2013 and 44/2018 - other law)

[3](#) ("Official Journal of the SFRY", Nos 29/78, 39/85, 45/89 - Decision of the USJ and 57/89, "Official Journal of the Federal Republic of Yugoslavia", No 31/93 and Official Journal of SCG 1/2003 - Constitutional Charter)

[4](#) ("Official Journal of the RS", No 87/2018)