

Terms of Use
of
www.mirnabacun.com
Website

Version: 1.0 Last updated: 1.3. 2016.

1. General

The following are terms of use of a legal agreement between you and CREATIVE OFFICE d.o.o., a company duly established and validly existing under the laws of Croatia, having its registered seat in Zagreb, Ružmarinka 19, registered with the Court Register of the Commercial Court in Zagreb under registration number (MBS) 081019694, personal identification number (OIB) 30783111055 (hereinafter the "Company," "we" or "us"). These terms of use (hereinafter the "Terms of use") govern your use of www.mirnabacun.com (hereinafter the "Website") and the services, products, features and content the Company offers (hereinafter, together with the "Website", "Services"). If you do not agree with these Terms of Use, you should not use the Website or Services.

By using the Services, you acknowledge you have read, understood and agree to be bound by these Terms of Use and to use the Website in accordance with these Terms of Use, Company's Privacy Policy and any additional terms and conditions that may apply to specific sections of the Website or to the Company's products and services available through the Website or any other website authorized to promote Company's products and services. Accessing the Website, in any manner, whether automated or otherwise, constitutes use of the Website and your consent to be bound by these Terms of Use.

2. Modification of these Terms of Use

The Company reserves the right to change these Terms of Use or to impose new conditions on use of the Website, from time to time, in which case the Company shall post the revised Terms of Use on this Website. In principle, new, revised and/or amended provisions of Terms of Use shall supersede the previous provisions of earlier versions of Terms of Use, unless otherwise expressly stated. By continuing to use the Website and/or Company's products and services after the Company posts any such changes, you accept the application of Terms of Use as revised in the latest currently available version.

3. Prohibition of unlawful use

By using the Website, you warrant not to use the Website for any purpose that is unlawful or prohibited by these Terms and applicable laws. You may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Website.

4. User Generated Content

The term "User Generated Content" when used in this Terms of Use shall mean any content and material posted, submitted or uploaded to the Website, by you, including without limitation, hypertext links, comments, blog entries, photos and videos.

All User Generated Content should not be or contain abusive, harassing, threatening, defamatory, obscene, fraudulent, deceptive, misleading, offensive, vulgar, discriminatory,

pornographic, illegal or unlawful content or information, or be likely to infringe or infringing on any intellectual property rights. Intellectual property rights means copyright, patent, know-how technologies, registered design, design right, trademark, trade secret or any other proprietary or industrial right.

The Company has no obligation to review the User Generated Content and can in no way be held responsible for the content of the User Generated Content. Opinions expressed in the User Generated Content are not necessarily the opinion of the Company. The Company reserves the right to evaluate all User Generated Content and remove any content that the Company, in its discretion, considers incorrect, inappropriate, irrelevant, harmful or otherwise unsuitable for publication on the Website.

By posting, submitting or uploading of User Generated Content to the Company via this Website, you are representing: (i) that you are the owner of the material, or are making your posting or submission with the express consent of the owner of the material; and (ii) that you are eighteen years of age or older at the time of posting or submission.

In addition, when you submit or post any material, you are granting the Company, and anyone authorized by the Company, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose. The foregoing grant shall include the right to exploit any proprietary rights in such posting or submission, including, but not limited to, rights under trademark, patent and any other intellectual property right laws under any relevant jurisdiction. Also, in connection with the exercise of such rights, you grant the Company, and anyone authorized by the Company, the right to identify you as the author of any of your postings, submissions or uploads by name, e-mail address or screen name, as the Company may deem appropriate.

You acknowledge that the Company has the right but not the obligation to use and display any postings or contributions of any kind and that the Company may elect to cease the use and display of any such materials (or any portion thereof), at any time for any reason whatsoever.

5. Liability disclaimer

Throughout the Website, the Company may provide links and pointers to Internet websites maintained by third parties. Company's linking to such third-party websites does not imply an endorsement or sponsorship of such websites, or the information, products or services offered on or through the websites. In addition, the Company does not operate or control in any respect any information, products or services that third parties may provide on or through the Website or on websites links provided by the Company. The Company shall not be responsible in any way for the content of such websites.

The Company may from time to time review the accuracy and functioning of links and pointers to Internet websites maintained by third parties, but is not under obligation to do so. The Company cannot be held liable if any third-party operated website becomes unavailable or changes its address, contents or user access policy.

If applicable, any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, are those of the respective authors or distributors, not the Company. Neither Company nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content. Furthermore, Company neither endorses nor is responsible for the accuracy and reliability of any opinion, advice, or statement made on any of the websites by anyone other than an authorized Company representative while acting in his/her official capacity.

The Services, products and other information available on or through the Website and any third-party websites are provided without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, the Company disclaims all warranties, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed. The Company, and the Company's directors, employees, agents, suppliers, partners and content providers do not warrant that: (i) the Services will be secure or available at any particular time or location; (ii) any defects or errors will be corrected; (iii) any content or software available at or through the Services is free of viruses or other harmful components; or (iv) the results of using the Services will meet your requirements or expectations. Your use of the Services is solely at your own risk.

The Company does not warrant or make any representations regarding the use or the results of the use of the Website or materials on this Website or on third-party websites in terms of their correctness, accuracy, timeliness, reliability or otherwise.

6. Indemnification

You agree at all times to defend, indemnify and hold harmless the Company, their successors, transferees, assignees and licensees and their respective agents, associates, officers, directors, shareholders, suppliers, representatives and employees of each from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to your breach of any obligation, warranty, representation or covenant set forth herein.

7. Consent to Use of Personal Data

By using our Services you agree that the Company may collect and use personal data about you. Such information collected through the Services shall only be used in accordance with the Company's Privacy Policy and in compliance with applicable law.

8. Intellectual Property Rights

Copyright, patent, registered design, design right, trademark, know-how technologies, trade secret or any other proprietary or intellectual property rights in the content of the Services (including but not limited to software, audio, video, text and photographs and excluding all User Generated Content) is the property of the Company or the Company's licensors. The Services are provided solely for your personal non-commercial use.

You may not use the Services in any matter that constitutes an infringement of the Company's rights or that has not been authorized by the Company. Unless explicitly authorized in these Terms of Use or by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by e-mail or other electronic means) any content of the Services. You may, however, from time to time, download and/or print one copy of individual pages of the Services for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices.

You also agree that you will not use any robot, spider, other automated device, or manual process to monitor or copy any content from the Service. Our Company's rights include rights to (i) the Services developed and provided by the Company; and (ii) all software associated with the Services. All copyright and other proprietary notices shall be retained on all reproductions.

9. Interactive Features

This Website may include a variety of features, such as bulletin boards, web logs, chat rooms, and e-mail services, which allow feedback to the Company and real-time interaction between users, and other features which allow users to communicate with others. Responsibility for what is posted on bulletin boards, web logs, chat rooms, and other public posting areas on the Website, or sent via any e-mail services on the Website, lies with each user – you alone are responsible for the material you post or send. The Company shall not control the messages, information or files that you or others may provide through the Website. By using this Website, you may not:

- Restrict or inhibit any other user from using the Website;
- Use the Website to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Interfere with or disrupt any servers or networks used to provide the Website or its features, or disobey any requirements, procedures, policies or regulations of the networks the Company uses to provide the Website;
- Use the Website to instigate or encourage others to commit illegal activities or cause injury or property damage to any person;
- Gain unauthorized access to the Website, or any account, computer system, or network connected to this Website, by means such as hacking, password mining or other illicit means;
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Website;
- Use the Website to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, discriminating, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law;
- Use the Website to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder;
- Use the Website to post or transmit any information, software or other material that contains a virus or other harmful component;
- Use the Website to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising;
- Use the Website to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without Company's express written approval;
- Gather for marketing purposes any e-mail addresses or other personal information that has been posted by other users of the Website.

The Company may host message boards, chats and other public forums on its Website. Any user failing to comply with this Terms of Use may be expelled from and refused continued access to, the message boards, chats or other public forums in the future. The Company may remove or alter any user-created content at any time for any reason. Message boards, chats and other public forums are intended to serve as discussion centers for users and subscribers. Information and content posted within these public forums may be provided by Company's staff, Company's outside contributors, or by users not connected with the Company, some of whom may employ anonymous user names.

The Company expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in these forums by third parties, nor is responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. The Company shall under no circumstances be liable for any loss or damage caused by your reliance on information

obtained through these forums. The opinions expressed in these forums are solely the opinions of the participants, and do not reflect the opinions of Company or any of its affiliates.

The Company has no obligation whatsoever to monitor any of the content or postings on the message boards, chat rooms or other public forums on the Websites. However, you acknowledge and agree that the Company has the absolute right to monitor the same at our sole discretion. In addition, the Company reserves the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect itself, Company's clients, sponsors, users and visitors.

10. Registration

To use some Services, you may be asked to provide certain demographic information including your gender, year of birth, zip code and country. In addition, if you elect to sign-up for a particular feature of the Website, such as chat rooms, web logs, or bulletin boards, you may also be asked to register on the form provided and such registration may require you to provide personally identifiable information such as your name and e-mail address.

You agree to provide true, accurate, current and complete information about yourself as prompted by the Website's registration form. You shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than you without appropriate authorization; or (iii) use, as a username, a name that is otherwise offensive, vulgar or obscene.

In case the Company has reasonable grounds to suspect that provided information is untrue, inaccurate, incomplete, without appropriate authorization, offensive, vulgar or obscene, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). Company's use of any personally identifiable information you provide as part of the registration process is governed by the terms of the Company's Privacy Policy.

You shall have the ability to delete your account, either directly or through a request made to one of Company's employees or affiliates.

11. Passwords

To use some Services, you may need a username and password, which you will receive through the Website's registration process. You are responsible for maintaining the confidentiality of the password and account, and for all activities (whether by you or by others) that occur under your password or account. You agree to notify the Company immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. You shall never publish, distribute or post username, password or any other login information for your account. The Company shall not be liable for any loss or damage arising from your failure to protect your password or account information.

12. Limitation of Liability

In no event shall the Company, its affiliates, directors, agents or employees be liable (i) for any direct, indirect, incidental, special or consequential damages or damage of any kind, or (ii) for any bugs, viruses, Trojan horses, or the like (regardless of the source of origination), that result from the use of, or the inability to use, the Services available through the Website and any other website authorized to promote Company's products and services, or third-party

materials, products, or services made available through the Website. You specifically acknowledge and agree that the Company shall not be liable for any defamatory, offensive or illegal conduct of any user. If you are dissatisfied with the Services, available through the Website and any other website authorized to promote Company's products and services, or third-party materials, products, or services made available through the Website, or with any of the Website's terms and conditions, your exclusive remedy is to discontinue using the Website and the products, services and/or materials.

This Website is continually under development and Company makes no warranty of any kind, implied or express, as to its accuracy, completeness or appropriateness for any purpose. Since the Services are a web-based services, it might be subject to temporary downtime. From time to time the Company may update the Website, which may result in the Website not being available for a certain period of time. The Company will endeavor to ensure that the Website operates reliably and consistently, but does not warrant that the Website will operate uninterrupted without any faults. The Company does not guarantee that any content will be made available on the Website or through the Services.

The Company shall not be responsible for any losses suffered by you as a result of any interruption of the Website, or by the suspension of your access to the Website.

You acknowledge and agree that no representation has been made by the Company or its affiliates as to the future income, expenses, sales volume or potential profitability that may be derived from the use of the Website and/or Company's products and services available through the Website and any other website authorized to promote Company's products and services.

13. Termination

The Company may cancel or terminate your right to use the Website or any part of the Website at any time without notice. In the event of cancellation or termination, you shall no longer be authorized to access the part of the Website affected by such cancellation or termination. The restrictions imposed on you with respect to products, services and materials downloaded from the Website, and the disclaimers and limitations of liabilities set forth in these Terms of Use, shall remain in force.

14. Refund Policy

Your purchase of a product or service may or may not provide for any refund. Each specific product or service shall specify its own refund policy.

15. Severability

If any provision of these Terms of Use is adjudicated to be invalid, unenforceable, contrary to, or prohibited under applicable laws or regulations, such provision shall be severed and the remaining provisions shall continue in full force and effect.

16. Applicable law and jurisdiction

These Terms of Use shall be governed by and construed in accordance with Croatian law.

Any claims or disputes arising out of these Terms of Use or in connection therewith shall be finally settled by the competent court in Zagreb.

17. Miscellaneous

Force Majeure – The Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond the Company's reasonable

control, including, without limitation, mechanical, electronic or communications failure or degradation.

Assignment – These Terms of Use any rights hereunder are personal to you, and are not assignable, transferable or sub licensable by you except with the Company’s prior written consent. We The Company may assign, transfer or delegate any of our its rights and obligations hereunder without consent.

Agency – No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Use and neither party has any authority of any kind to bind the other in any respect.

Notices – Unless otherwise specified in these Term of Use, all notices under these Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to mirna@mirnabacun.com

No Waiver – Company’s failure to enforce any part of these Terms of Service shall not constitute a waiver of the Company’s right to later enforce that or any other part of these Terms of Use.

Headings – The section and paragraph headings in these Terms of Use are for convenience only and shall not affect their interpretation.

Feedback – Since the Company always wants to further improve Services, the Company welcomes all comments, suggestions, recommendations and feedback (hereinafter, collectively, the “Feedback”). You hereby grant to the Company a worldwide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Services.

18. Contact Information

If you have any questions regarding these Terms of Use or the Services, you can contact us by sending an e-mail to: mirna2mirnabacun.com

Should you experience any problems, please contact us and we will do our best to fix it as soon as possible. The Company may contact you to ask you about your experiences.