

TERMS OF USE AGREEMENT

1. GENERAL PROVISIONS

- 1.1. This Terms of use (hereinafter referred to as the Agreement) applies to the website erdbeereshop.com, located at <https://erdbeereshop.com>.
- 1.2. The website erdbeereshop.com (hereinafter referred to as the Website) is the property of the legal entity Erdbeere d.o.o. (OIB: 76761114772, MBS 130121201, registration address: Barici 30, Visnjan 52463 Croatia).
- 1.3. This Agreement governs the relationship between the Administration of the website erdbeereshop.com (hereinafter referred to as the Website Administration) and the User of this Website.
- 1.4. The Website Administration reserves the right to change, add or delete points of this notice at any time without notifying the User.
- 1.5. Use of the Website by the User means acceptance of the conclusions and changes made to this Agreement.
- 1.6. The User is personally responsible for checking this violation for changes in it.

2. DEFINITIONS OF TERMS

- 2.1. The terms listed below have the following meaning for the purposes of this Agreement:
 - 2.1.1. erdbeereshop.com – a website containing information about Products and/or Services and/or Other valuables for the user, Seller and/or Service Provider, allowing the selection, ordering and/or purchasing of Products and/or receiving of services.
 - 2.1.2. Website Administration – employees authorized to manage the Website, acting on behalf of the legal entity Erdbeere d.o.o.
 - 2.1.3. Website User (hereinafter referred to as the User) – a person who has access to the Website via the Internet and uses the Website.
 - 2.1.4. The content of the website (hereinafter referred to as the Content) is the protected results of intellectual activity, including articles, illustrations, covers, graphic, text, photographic materials, trademark names, logos, databases, as well as the design, structure, selection, coordination, appearance, general style and arrangement of this Content, which is part of the Website and other objects, all together and/or separately, contained on the website erdbeereshop.com.

3. SUBJECT OF THE AGREEMENT

- 3.1. The subject of this Agreement is to provide the User with access to the Products and/or services provided on the Site.
 - 3.1.1. The Site provides the User with the following types of services:
 - familiarization with the products/services posted on the Site;
 - selection and ordering of products/services for subsequent purchase.
 - 3.1.2. This Agreement applies to all existing (actually functioning) services of the Site at the moment, as well as any subsequent modifications and additional services that appear in the future.
- 3.2. Access to the Site is provided free of charge.
- 3.3. This Agreement is a public offer. By accessing the Site, the User is deemed to have acceded to this Agreement.
- 3.4. Use of the materials and services of the Site is governed by the norms of the current legislation.

4. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

4.1. The Site Administration has the right to:

4.1.1. Change the rules for using the Site, as well as change the content of this Site. Changes come into force from the moment the new version of the Agreement is published on the Site.

4.2. The User has the right to:

4.2.1. Use all services available on the Site, as well as purchase any Goods and/or Services offered on the Site.

4.2.2. Ask any questions related to the services of the Site:

- via the Feedback Form located on the Site;
- by e-mail specified on the Site.

4.2.3. Use the Site solely for the purposes and in the manner stipulated by the Agreement and not prohibited by law.

4.2.5. Require the Administration to conceal any information about the User.

4.3. The User of the Site undertakes to:

4.3.1. Provide, upon request of the Site Administration, additional information that is directly related to the services provided by this Site.

4.3.2. Respect the property and non-property rights of authors and other copyright holders when using the Site.

4.3.3. Not take actions that may be considered as disrupting the normal operation of the Site.

4.3.4. Ensure the accuracy of the information provided

4.3.5. Ensure the safety of personal data from access by third parties.

4.4. The User is prohibited from:

4.4.1. Using any devices, programs, procedures, algorithms and methods, automatic devices or equivalent manual processes to access, acquire, copy or track the content of the Site.

4.4.2. Disrupt the proper functioning of the Site.

4.4.3. Use the Site and its Content for any purposes prohibited by law, as well as incite any illegal activity or other activity that violates the rights of the Site or other persons.

5. USE OF THE SITE

5.1. The Site and the Content included in the Site are owned and managed by the Site Administration.

5.2. The Site Content is protected by copyright, trademark law, and other rights related to intellectual property, and unfair competition law.

5.3. This Agreement applies to all additional terms and conditions for the purchase of Goods and/or provision of services provided on the Site.

5.4. Information posted on the Site should not be construed as a change to this Agreement.

5.5. The Site Administration has the right to make changes to the list of Goods and services offered on the Site and/or their prices at any time without notifying the User.

6. RESPONSIBILITY

6.1. Any losses that the User may incur in the event of intentional or negligent violation of any provision of this Agreement, as well as due to unauthorized access to the communications of another User, will not be compensated by the Site Administration.

6.2. The Site Administration is not responsible for:

6.2.1. Delays or failures in the process of performing a transaction that arise due to force majeure, as well as any case of malfunctions in telecommunications, computer, electrical and other related systems.

6.2.2. Actions of transfer systems, banks, payment systems and delays associated with their work.

6.2.3. Proper functioning of the Site, if the User does not have the necessary technical means to use it, and does not bear any obligations to provide users with such means.

7. VIOLATION OF THE TERMS OF USE AGREEMENT

7.1. The Site Administration has the right to disclose information about the User if applicable law requires or permits such disclosure.

7.2. The Site Administration has the right to terminate and/or block access to the Site without prior notice to the User if the User has violated this Agreement or the terms of use of the Site contained in other documents, as well as in the event of termination of the Site or due to a technical malfunction or problem.

7.3. The Site Administration shall not be liable to the User or third parties for termination of access to the Site in the event of the User's violation of any provision of this Agreement or other document containing the terms of use of the Site.

8. DISPUTE RESOLUTION

8.1. In the event of any disagreements or disputes between the Parties to this Agreement, a mandatory condition before going to court is the filing of a claim (a written proposal for a voluntary settlement of the dispute).

8.2. The recipient of the claim, within 30 calendar days from the date of its receipt, shall notify the claimant in writing of the results of the consideration of the claim.

8.3. If it is impossible to resolve the dispute voluntarily, either Party has the right to go to court to protect their rights, which are granted to them by current legislation.

9. FINAL PROVISIONS

9.1. The relations between the parties under the Agreement shall be governed by the legislation of the Republic of Croatia.