

LEGAL NOTICE

1. GENERAL

- 1.1. For the purposes of this Legal Notice, the term "website" means a set of sub-pages at the URL: <https://www.mornar.net>.
- 1.2. The website is managed by company AVTONET doo, Obala 77, 6320 Portorož, registration no. 5491797000, VAT ID number SI 31429602 (hereinafter: AVTONET)
- 1.3. The legal notice determines how to use the website and services provided by AVTONET through the website and determine the rights and obligations of the user and AVTONET.
- 1.4. By clicking: "I agree...", which appears at the first user registration or upon first entry into the user account , the User agrees to the application of the provisions of the respective Legal Notice.
- 1.5. All Rights Reserved. The information and materials on the website are protected by AVTONET's intellectual property rights or with the intellectual property rights of legal entities whose content is included in the website.

2. USERS

- 2.1. Users of the website and services, offered by AVTONET, are private users and business users who make a registration on the website and create a user account.
- 2.2. Private users are natural and legal persons who use the AVTONET website and services exclusively for their own use, and not in terms of pursuing the activity of selling vessels and other items or rights that are sold on a website.
- 2.3. Business users are natural and legal persons who use the AVTONET website and services to perform their registered activities.
- 2.4. Private users and business users can be collectively referred to as "users" in those cases where the same rules apply to both private and business users.
- 2.5. Visitors to the website are natural or legal persons who do not create a user account on the website and therefore have a limited range of services offered by AVTONET.

3. ADVERTISING

- 3.1. Users can publish ads on the website that are intended for the direct sale of specific vessels and / or outboard engines that are sold on the website.
- 3.2. Users submit an advertisement through a standardized and pre-prepared form available on the website in which the requested information is entered.
- 3.3. An advertisement submitted by natural persons is published for a period of 90 days from the date of complete submission of the advertisement, and an advertisement submitted by a legal entity for a period of 1 year from the date of complete submission of the advertisement, in so far as the advertiser does not previously cancel the announcement or does not renew the publication for the same period. After the cancellation of the announcement, the content of the ad is available to the user in the archive for a period of 14 days. After this period, the archive is no longer available.

- 3.4. The user guarantees the correctness, accuracy, truthfulness and promptness of the data transmitted. For the entire content of the advertisement, including the submitted photos, the price published and the correct contact information is answered solely by the user or a person who, on behalf of the user, publishes an ad for posting.
- 3.5. AVTONET assumes no responsibility for the validity of published data, nor for data entered by users. Any agreement on the purchase / sale of goods or services published on a website is an agreement only between the buyer and the user who supplies goods or services. service sales, and does not give rise to any direct or indirect contractual relationship between the buyer, the user as a seller, and AVTONET.
- 3.6. AVTONET reserves the right to further verify the ad prior to its publishing, refuse to publish an ad, delete or block the publication of the entire content or any part of the ad, or modify the publication column of the ad, in so far as it is inappropriate, contentiously misleading, published in an inadequate section, or anyway inappropriate for publishing according to the criteria of the editorial board of the website.
- 3.7. Typical general examples of maladministration when posting ads:
- Publishing a content-defective ad
 - advertising that constitutes a violation of the Prevention of Illegal Work Act
 - an ad with the content BUY, SEARCH, RENT
 - an ad that contains religious or politically colored content, or shows religious or political symbols
 - an advertisement that in any way contradicts the applicable legislation

Typical examples of irregularities in the publication or entry of contact or user data:

- publication of information about the subscriber that is untruthful, incorrect, incomplete, or contact is not available
- publishing contact information anywhere except in the field for entering contact information (telephone, email), for example, in the ad title, in the Comment box, in the seller's name.
- registration of an individual, even if it is a legal or natural person with a registered activity
- duplicate (or multiple) registration of the same user (natural persons)

Typical examples of an incorrect price:

- an ad that displays only a leasing deposit instead of the final MPC, the starting price (eg auctions, bidding)
- an ad that shows only the discount amount instead of the final MPC

Other examples of disputed posts:

- advertising of a service activity (such advertising is allowed exclusively in the form of banners)
- an ad with an inappropriate or copyrighted photo
(for example: copying a photo from another media or from another seller's ad)

- Content inappropriate ad, for example:

water toys ads, rowing dinghies, children's dinghys, canoes and other vessels exclusively for recreation, nautical equipment, trailers for boats, transport or storage of vessels ...

- duplication of ads of the same content (for example, an advertisement of the same vessel was published at the same time);
- Repeated posting of the same ad repeatedly (for example: the same ad is published every few hours or every day again, and the old ad is removed at the same time),



- an ad that does not offer a single specific vessel / outboard engine
(example: advertising general sales campaigns, general advertising, multiple ads in one ...)
- an ad that represents a general post in the primary (first) photo, and not an individual bid in the ad
(example: advertising services, general online store advertising ...)
- Advertising of the products at issue (for example: pirated products, copies of products, clones, fakes ...)
- an ad that comments on the offers of other advertisers or advertisers in the content or comments
- An ad that contains automatic redirect codes in the description
 - an offer for a vessel (or an outboard engine) where the transfer of ownership can not be carried out
 - an advertisement where the advertisement is offered / sale of documents (documents, plans, voyages ...)

- 3.9. AVTONET reserves the right to charge or block the controversial ad in accordance with the valid pricelist, which is an integral part of this Legal Notice and is available on the web: <https://www.mornar.net/pricelist.pdf>. In case the invoice was charged and the ad was blocked or deleted from the post, the user is not entitled to refund the payment for the post.
- 3.10. By submitting an ad, the user assumes criminal and tort liability related to the submission, editing, deletion, and content of the entire ad or any part of the content of the ad.

4. PRICE AND PAYMENT TERMS

- 4.1. The use of the website and services provided by AVTONET is free for private users, ranging from 2 ads published simultaneously. If a user wants to post a new ad, but has two or more active ads at the time of publication, any subsequent posting will be charged according to the valid price list.
- 4.2. Use of the website and services provided by AVTONET is payable to business users according to the valid price list, which is an integral part of this Legal Notice and is available on the web:
<https://www.mornar.net/pricelist.pdf>
- 4.3. AVTONET reserves the right to immediately decline or delete the post announcement or refuse access to the account in the event of a delay in paying the subscription. AVTONET also reserves the right to refuse registration of a user who has already advertised on the website through related companies (same co-founders, partners, responsible persons, contact persons, contact details ...), but did not fully settle the obligations.

5. UNAUTHORIZED USE OF WEBSITE AND SERVICES

- 5.1. In the event that AVTONET detects that a business user uses a website or services provided by AVTONET under the pretext that it is a private user, he has the right to temporarily or permanently prevent the use of the web site and services by the business user, and retroactively (ie from the moment he fulfilled the criteria for a business user), in accordance with Article 4 of this Legal Notice and the Pricelists, charge the use of the website, as applicable to business users.
- 5.2. As an unauthorized use of a website, we consider:
- an attempt to obtain and use access granted to another user
 - duplicate the registration of the same private user
 - the provision of own access to third parties
 - deliberate interference and disabling the work of other network users
 - destruction and modification of data, owned by other users
 - violation of the confidentiality or publication of data owned by other users
 - the use of data published on the website for commercial purposes, unless expressly permitted on the basis of a written agreement (for example: misuse of email addresses, copying content or part of the content or ad ...)
 - Publishing and sending information that infringes copyright
 - Creating, sending or publishing data with offensive, inappropriate or pornographic content
 - Providing false or misleading personal information when submitting / editing advertising content
 - Use programs or procedures with the purpose of which is to destroy the integrity and stability of the computer, computer system or network.
 - use of various programs, third party applications, or browser extensions used to access content (data) or automated content editing (data) on the website www.mornar.net (for example, downloading data in source code, screen scraping, auto form filler or automatic data filling etc.)
 - any use that conflicts with the purpose for which the website is created and as it follows from this Legal notice.
- 5.3. The violation of the rules described in this Legal Notice is strictly prohibited. In case of doubt about the admissibility of the use of the website, any use that is not expressly permitted by AVTONET is considered inadmissible.

6. COPYRIGHT

- 6.1. The ad on the website represents content and information that is standardized in content. With the help of a variety of applications, the display of data in the ad is unified, the display of photos is optimized, and the data is sorted in such a way that they gain an additional value compared to the individual input data before the ad format is created. The user agrees that AVTONET, with the moment of designing the advertisement, acquires copyright on the advertisement. Also AVTONET on the ad enjoys the exclusive right to publish and distribute the content of an ad, an individual part of an ad, or a photo. The user ensures that he is the exclusive author of texts and photographs that he publishes in a commercial message and transmits them to AVTONET free of charge and exclusively for a period of 12 months, to the extent that he permits them to store, process, process and publish them on the website in a manner which is apparent from these general terms and uses in accordance with the purposes of advertising in all territories. Also, the user explicitly and irrevocably permits AVTONET to transfer these rights to third parties, which can reproduce these advertisements and represent them to the public in any way (via a computer, a press ...).

- 6.2. Copying, distributing, re-publishing, changing information and materials on a website or sending them by post and distributing it in any other way without the prior written permission of AVTONET is prohibited. It is also prohibited to use any element of a website for any purpose other than its own non-commercial use.
- 6.3. The user agrees that in order to avoid unauthorized copying, all photographs posted on the website shall be marked with Copyright (C) www.Mornar.net or any other code used by AVTONET for this purpose.
- 6.4. Business users have the right to use the content that displays their ads during the valid subscription relationship with AVTONET, in the way they are displayed on their official website or in printed form at their point of sale at the company headquarters.
- 6.5. Users undertake to respect copyright and intellectual property rights that protect any item posted on the website.

7. PROTECTION OF PERSONAL DATA

- 7.1. AVTONET in order to ensure the operation of the website, to provide advertisement services, to store popular user search criteria, to store popular user ads, individually displayed the views or advertisements to users of the website, its own use, as stated in this Legal Notice, obtain personal data of users, namely name, surname, the official name, address, email address, telephone number, encoded password, IP and date of access to sub-page <https://www.mornar.net> and data on the registration number of the vessel, insofar as the latter are published in the content of the advertisement.
- 7.2. Users of the website permit the use and processing of personal data on the basis of personal consent, in such a way that when creating a user account or when you first sign in to your account after this Legal Notice comes into force, you confirm this by clicking "I Agree". By clicking "I agree", users are permitted to use personal data in the manner and for the purposes specified in this Legal Notice.
- 7.3. Personal user data is stored for 12 months from the last user login to the system. In accordance with the provisions of the Personal Data Protection Act, the user has the right to acquaint himself with personal data, the right to revoke his consent and request the deletion of personal data and legal protection.
- 7.4. The user agrees that the date and time of the advertisement, and the IP number or the time of the advertisement for the purpose of the dispute at the time of the ad submission. the address of the source and, in the event of the suspicion that an unlawful use has occurred, a criminal offense or that a prosecution of an act is required, the data referred to the relevant services.
- 7.5. AVTONET collects data on the use of the website, in particular the data which subpages are most often visited, how many visitors visit these sub pages daily, and how long the visitors stay on each sub-page, i.e. "Cookies". Users allow the collection of data on the use of a website by clicking on "Continue", which I'm showing on the website at the "cookie" notification. The term "About cookies" is available at <http://www.mornar.net/cookies.asp> and is an integral part of this Legal Notice.
- 7.6. AVTONET undertakes to protect personal data in accordance with the provisions of the Personal Data Protection Act and always with the highest degree of care.

8. LIMITATION OF LIABILITY

- 8.1. AVTONET assumes no responsibility for ensuring the accuracy, accuracy, promptness and completeness of advertisements published on the website. All information, materials and information on the website are informative.
- 8.2. AVTONET is not responsible for the format and content of websites that are in any way linked to the website. When visiting and using related websites, AVTONET's liability for all cases is excluded.
- 8.3. AVTONET tries to optimize the operation of the website, but does not take responsibility for its uninterrupted use. Users and visitors use and visit a website at their own risk. Neither AVTONET nor any other natural or legal person who participated in the creation, creation and creation of a website, or is involved in its upgrades, new information and materials, is not responsible for any damage resulting from the access, use or inability to use information, materials and advertisements on the website, or for any errors or defects in the content of the advertisements. AVTONET is not responsible for any injuries (including those caused by viruses) of computer equipment, mobile phones or any other applications that may result from using the website.
- 8.4. AVTONET is not responsible for any damage to any kind that may arise from the use or inability to use the website.

9. FINAL PROVISIONS

- 9.1. AVTONET may change the legal notice at any time, this being binding on users in the applicable content.
- 9.2. AVTONET can change the site at any time without notice, without taking any responsibility for the consequences of these changes. By using the website, the user and visitor agree to its changes or changes. otherwise, they will no longer be used.
- 9.3. The legal notice shall enter into force on 26.06.2018 and shall be valid until cancellation or termination. changes.