

## TERMS OF USE

Last updated on and effective as of 26.11.2021.

Welcome to our Terms of Use!

Our Website, located at <https://docekns.rs/en/home/> is in the ownership of **Foundation Novi Sad - European Capital of Culture**, with a registered seat on the address Trg slobode 3, Novi Sad, the Republic of Serbia, CIN 28829922, TIN 109849130.

The following Terms of Use, together with our [Privacy Policy](#) and [Cookie Policy](#), constitute a legally binding Agreement applicable to you as a user, once you access or use our Website.

In case you do not agree with any content below, please stop using our Website immediately.

For more information on how we process your personal data, please see our [Privacy Policy](#) and [Cookie Policy](#).

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1. **Defined terms**

In the Agreement, the listed terms will have the following meaning:

<b>Term</b>	<b>Meaning</b>
<b>Agreement</b>	Agreement regarding the use of Website, applicable to you, constituted of these Terms of Use, <a href="#">Privacy Policy</a> , and <a href="#">Cookie Policy</a> .
<b>Cookie Policy</b>	A document explaining what cookies are, what type of cookies we use, and how you can manage them. Cookie Policy is an integral part of <a href="#">Privacy Policy</a> and Terms of Use, and you can read more about it <a href="#">here</a> .
<b>Privacy Policy</b>	A document explaining how we collect, share, and use your personal data, as well as how you can exercise the rights you have as a data subject. <a href="#">Privacy Policy</a> is available on our Website and you can visit it by clicking <a href="#">here</a> .
<b>Third-Party Website</b>	External website - any website referred to or accessed through Website, which is owned by another legal or natural person.
<b>Website</b>	The website owned by Foundation, located at <a href="https://docekn.rs/en/home/">https://docekn.rs/en/home/</a> .
<b>we/us/our/Foundation</b>	<b>Foundation Novi Sad - European Capital of Culture</b> , with a registered seat on the address Trg slobode 3, Novi Sad, the Republic of Serbia, CIN 28829922, TIN 109849130.
<b>you/your</b>	Any person who has access to or uses our Website.

## 2. Intellectual property

Website and its entire content, which includes text, graphics, logos, button icons, images, audio clips, etc., is owned and protected by us, or a third party who licensed us the right to use such content.

Unless we explicitly declare otherwise in our Terms of Use or [Privacy Policy](#), all the materials on Website are protected by intellectual property rights (copyrights, trademarks, etc.). It is strictly forbidden to use, copy, or download any materials from our Website, entirely or partially, without our explicit previous consent.

Any unauthorized use, without the Foundation's permission, shall be deemed an infringement of intellectual property rights, and we shall take all legal remedies to protect our intellectual property rights immediately upon the knowledge of such infringement.

We reserve any and all intellectual property rights not expressly granted in these Terms of Use or [Privacy Policy](#).

### **3. Third-Party Websites**

Our Website may contain links to Third-Party Websites. Third-Party Websites may have their own terms of use and privacy policies, which may differ significantly from those applicable to our Website. We have no control over Third-Party Websites and we do not carry any responsibilities neither for the availability of those websites nor for the terms of use and privacy policies applicable to their visitors and users.

We do not carry responsibility for any information originating from another service provider accessed through the link on our Website.

The fact that the links to Third-Party Website are placed on our Website does not in any way imply that we recommend or approve services or products offered through such websites.

### **4. Our name and logo**

We are the sole owner of our logo and we reserve the right to prohibit its use by any third party.

Our name and logo may not be used without our prior written consent unless such use is explicitly permitted by our Terms of Use and [Privacy Policy](#).

### **5. Disclaimer**

Any information and other content included or otherwise made available through our Website are provided on an "as is" and "as available" basis, free of charge and for informational purposes only.

We attempt to ensure that all the information provided is correct at the time of publication. However, such information shall not be relied upon and we do not guarantee its accuracy, timeliness, completeness, performance, or fitness for a particular purpose. We do not accept any liability for any error, omission, inaccuracy, or any other damages arising from the use of the information and other content available on our Website.

We do not guarantee that Website or any information and content on it will be uninterrupted or error-free or that any existing irregularities will be rectified. Any liability resulting from or related to the information use and the Website content, or any links contained on our Website, is excluded.

In case you require advice or services on a specific matter, you may contact us directly by sending an inquiry to our general contact email address: [docek@ns2022.rs](mailto:docek@ns2022.rs), or through the contact form available on Website.

## **6. Modifications of Website and Terms of Use**

Foundation reserves the right to update our Website from time to time without notifying you. The changes may include amending the content, discontinuing, or withdrawing any part of the Website. Therefore, in those situations, our Website may be temporarily unavailable for use.

Please review our Terms of Use occasionally. Any changes shall enter into force upon their publishing on our Website. The current version of our Terms of Use can be reviewed by clicking on the “Terms of Use” button located at the footer of our Website. If you continue with the use of Website once any such change is made, it shall be deemed that you have accepted such changes.

In case you disagree with any of the changes of Agreement, please stop using this Website immediately.

## **7. Newsletter**

You can sign up for our Newsletter by entering your email address into a Newsletter field, located at the bottom of our Home Page. We will not include you in our email list unless we have your explicit consent to do so.

If you decide to subscribe to our Newsletter, we will collect your personal data in accordance with our [Privacy Policy](#).

At any moment you can withdraw your consent and unsubscribe from Newsletter, by following the instructions found at the end of any email you received from us as a part of our Newsletter. Please note that in case you unsubscribe, your personal data will be deleted in accordance with our [Privacy Policy](#).

## **8. Severability and entire agreement**

### **Severability**

If any provision of Agreement is found to be invalid by any court having competent jurisdiction, that shall not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect.

In case any provision of this Agreement violates any mandatory rule of the applicable law, resulting in such a provision being void, such provision shall be deemed to have been amended, in that particular respect in which it is void so that it is compliant with the law. Such amendments shall retain as much of their original meaning as possible, and their extend shall be limited to the minimum necessary to make the Agreement valid.

### **Entire agreement**

This Agreement, including all the eventual amendments, represents the entire agreement between you and Foundation with respect to subject matter hereof, and it shall supersede all prior written or oral understandings and agreements between you and Foundation.

In case of a disagreement between the provisions of this Agreement and any understanding, statement, representation, information, the content available on our Website, or other data contained in any other material and correspondence between you and Foundation, this Agreement shall prevail.

## **9. Applicable law and Dispute resolution**

This Agreement and any matter or dispute arising out of or related to the subject matter of Agreement shall be governed, construed, and enforced in accordance with the laws of the Republic of Serbia, excluding the conflict of laws rules.

Any dispute arising out of this Agreement shall be settled by the competent court at the seat of the owner of Website.

## **10. Reach out to us**

In case you have a question regarding our Website, please contact us via our general contact email address: [docek@ns2022.rs](mailto:docek@ns2022.rs), or send an inquiry through our contact form.