

FOR TAXI DRIVERS AND PASSENGERS.

This Terms of Use presents the “General Conditions” applicable to the use of application software for mobile phone (app) offered by DELUX VOZAČI. The user certifies that he agrees to all terms set forth by DELUX VOZAČI to access and request services. If you do not agree with the terms and conditions of use of the system and the privacy policy of DELUX VOZAČI or not willing to be associated to it, do not install the app, delete it and do not make any use of it.

1. TERMS:

(I) “Taxi (s)” : User musts that register as taxi drivers on the Website and that is accepted by DELUX VOZAČI to participate in the project;

(ii) “Passenger (s)” means any User who signs up and registers as passengers in the app;

(iii) “Services” means the passenger transport services through taxi provided by the Taxi drivers to the Passengers.

(iv) “User”: Taxi Drivers and Passengers.

2. WHAT IS THE APP

a) The DELUX VOZAČI app is smart phone application for passengers that can be downloaded and installed free of charge. It offers fast way of ordering a taxi. Through the system, DELUX VOZAČI allows, totally free of charge, the PASSENGERS to sign up and order a taxi ride. System automatically finds a suitable taxi and displays the information about the arrival time and taxi’s route.

3. REGISTRATION AND USE OF THE SYSTEM

a) When registering, the User agrees to provide accurate information, complete and updated as requested on the form filled, being DELUX VOZAČI not obliged to supervise or control the accuracy of the information.

b) Only those individuals who have full legal capacity are allowed to participate in the project. People who do not enjoy this capability, among them under aged, should be assisted by their legal representative.

d) The DELUX VOZAČI is not liable for any damage resulting from the disclosure of the password to third parties. You shall be solely responsible for this.

e) You may not transfer in any way, the user’s registration to a third party.

4. LIMITATION OF LIABILITY

– Relationship Driver Passenger:

a) DELUX VOZAČI does not provide transportation services by taxi, serving only as an intermediary in order to optimize the scheduling service for the taxi. Thus, by accepting the provision of services by the TAXI DRIVER, the PASSENGER acknowledges that the DELUX VOZAČI has no direct association with the TAXI DRIVER, it just facilitates contact between driver and passenger. The user acknowledges and agrees that DELUX VOZAČI is not liable for any act or omissions committed by any user, whether by robbery, commitment break as a result of any act, discussions, and others including the effective fulfilment of the obligations assumed by the users and loss not being for tax purposes. The user acknowledges and agrees that, by registering and accepting the policy of the service, do so at his total means and exclusive risk.

– From availability and inconsistency in the system:

b) DELUX VOZAČI does not guarantee that the system will be available without any interruption and that it will always be error-free, and therefore, shall not be liable for damages caused to users.

c) You agree that DELUX VOZAČI is also not responsible for any damages or losses caused to your smart phone as a result of using the spp.

d) DELUX VOZAČI is not liable for any error or inconsistency of information with other independent systems, specializing in the service provision for GPS, radar and similar.

– Compensation for damages:

e) User agrees to indemnify and hold harmless the DELUX VOZAČI and its representatives from any claims, suits, losses, liabilities, damages and expenses, including reasonable attorneys' fees and court costs for the damage they cause.

5. OBLIGATIONS, LIABILITIES AND RISKS OF PASSENGERS.

a) The PASSENGER certifies that he uses the service for their own free will and untrammelled choice and recognizes and accepts as its responsibility and risk for using the app.

– The acceptance and refusal and cancellation of services:

b) The acceptance and denial of the service may occur at first by DRIVER, who can accept or deny the service when receiving a notification for a ride. PASSENGER may cancel the contract for any reason. Both recognize that DELUX VOZAČI is not liable for any delays, cancellations, failure to cancel the contract and miscommunication between passenger and driver, nor for any delay or failure in the delivery of services from the DRIVER.

– The information and risks of the service:

c) The PASSENGER acknowledges and declares that understands and is aware of all the risks involved in the use of the app and contracting services.

d) By accepting the Services, the PASSENGER acknowledges that DELUX VOZAČI has no involvement in the contractual relationship between driver and passenger.

7. PRIVACY POLICY

a) DELUX VOZAČI will collect, store and may transmit or make available to any third party data and information provided by the PASSENGER upon the registration on the Website, not limited to the location, full name, last name, your profile photo, phone and for TAXI DRIVER, besides the previously mentioned, the registration number and grantee or auxiliary data of your vehicle, such as make, model, color and plate, among others.

b) DELUX VOZAČI implements appropriate security measures to safeguard and help prevent unauthorized access, change, unauthorized disclosure or removal without permission of any information collected.

c) Whenever the PASSENGER conducts financial transactions on the Website, DELUX VOZAČI will collect all relevant information and may disclose it for specific system usage purposes. The user now authorizes DELUX VOZAČI to communicate to the outsourcing payment service providers, if the user engages (or that DELUX VOZAČI believe he was involved) in any activity that is illegal, which violates the rights of any person or lead to suspension or termination of the use of the system.

d) DELUX VOZAČI shall not be liable for any loss of user data, including resulting from acts of God, force majeure, that occurred because of the invasions to the Website and security breach by unauthorized third parties.

e) The data collected from the PASSENGER are used for the following purposes, which involved, but they are not limited to:

- processing taxi reservations

- handling private information and inquiries

DELUX VOZAČI will keep your data until is necessary to fulfill the business purpose for which it is collected or as required by the relevant law.

f) You can request access or perform data updates by sending mail to:

You can also write to this email for all questions or feedback information related to our Privacy policy.

i) DELUX VOZAČI does not sell, trade or rent User personal identificational data to others. We take care of keeping the confidentiality of your information. We provide physical, electronic and procedural safeguards for storing data that we collect and maintain. For example, we restrict access to these data to authorized employees and contractors who need to know that data for work, develop and improve our Application. Keep in mind that, although we seek to ensure reasonable security of data that we process and protect, no security system can prevent all potential security injuries.

This privacy policy can be updated from time to time for any reason. We'll let you know about any privacy policy changes by setting up a new privacy policy (gde cemo postaviti update ovanu politiku privatnost) and letting you know by email. We encourage you to regularly check this privacy policy for any changes, because continuing use is considered to be the approval of any changes.

j) Personal data is collected and stored in a database using Microsoft SQL software that has adapted its business to GDPR regulations.

k) DELUX VOZAČI has the right to collect user identifiers that are not personal in nature at any time during its interaction with the application. Non-personal identification data may include the name of the browser, the type of computer, and technical information about the Users of Connection Devices on our Software (NET Cab), the Internet Service Provider that use and other similar information.

l) The database (email list) was recorded in the Central Registry of the Commissioner for Information of Public Importance and Personal Data Protection of 17 May 2017.

m) We will retain data received from the user as long as you use the Application and within a reasonable time period after that. We will keep automatically collected data for up to 24 months, after which they can be stored in aggregate. If you wish to delete the information we received from you through the

Applications, please contact us at support@net-informatika.com and we will respond within a reasonable time. Keep in mind that some or all of the data received from users may be necessary for the application to function properly.

8. SANCTIONS

a) The DELUX VOZAČI may notify, suspend or terminate, temporarily or permanently, the account of any user at any time, and take legal actions if: (i) violates any of the representations, warranties and obligations contained in these Terms of Use any policies or rules and adjacent to it, (ii) deceptive or fraudulent practices, or (iii) DELUX VOZAČI concludes, in its sole discretion, that the activities and attitudes have caused or may cause harm to others or the DELUX VOZAČI in its own. The user shall not be entitled to any indemnity or compensation for the cancellation or suspension of your account on the system.

9. LICENSE

a) DELUX VOZAČI grants to the User a limited, personal, nonexclusive, nontransferable, noncommercial and fully revocable license to use the Website on his mobile or computer, in conformance and agreement of the terms contained in this Agreement. DELUX VOZAČI reserves all rights to the Website not expressly granted here.

b) The DELUX VOZAČI is not liable for any damage suffered by the User who has copied, transferred, distributed or used any Website protected content, violating the rights of others.

10. GENERAL CONDITIONS

a) This Term of Use does not generate any partnership agreement, in office, franchise or employment relationship between the user and the DELUX VOZAČI.

b) This Term of Use may be changed by DELUX VOZAČI anytime. The changes will come into force automatically on the date of the publication of the new version on the Website.

c) These Terms of Use shall be governed by and interpreted in accordance with the laws of each country and any disputes arising from this disclaimer which cannot be resolved by the parties, shall be submitted to the jurisdiction of the each determined city.

d) By registering as a driver or passenger in the system and electronically accepting this Term, by clicking the “I accept the terms of use”, the User declares automatically and unconditionally to comply with these Terms and all other policies and rules available in the system.

11. USE OF THE SERVICE

Only registered users may use DELUX VOZAČI to call for taxis. By registering to use the service, you agree to:

- a) Provide truthful and up to date information during the registration process, and shall only use the service in good faith, without breaking any laws in the country where the taxi is requested.
- b) Never abuse the service by requesting a taxi without the intention of using it. If a problem arises during the use of the service, users shall, in good faith, attempt to solve the problem with the help of the taxi driver and DELUX VOZAČI’s customer service.
- c) Never use the service in a way that causes damage to DELUX VOZAČI or one of its partners.

12. LIMITS OF LIABILITY

Users accept that DELUX VOZAČI acts solely as a scheduling/matching service between its users and taxi drivers, and that it is not responsible for any issues that arise during the taxi ride, such as accidents, delays, or car discomfort.

DELUX VOZAČI, on the other hand, commits to provide a thorough screening service so that only taxi drivers in good, legal standing in their cities/countries shall take part on the service.

13. INTELLECTUAL PROPERTY

Use of the service does not transmit any intellectual property rights between DELUX VOZAČI’s and its users. Users agree not to steal and/or publish, without DELUX VOZAČI’s explicit consent, any material, screens or artwork presented by the application during the use of the service.

14. TERMINATION

DELUX VOZAČI reserves the right to block any user on its platform should it suspect said user is attempting to abuse the platform or mislead taxi drivers, DELUX VOZAČI employees, partners or other users through the platform. These actions include, but are not limited to: using stolen credit cards, requesting taxis without the intention to board them, not paying for the service, and constantly cancelling requests before the taxi arrives.