

OPŠTI USLOVI POSLOVANJA I USLOVI ZA IZDAVAČE PUBTECH SB DOO	GENERAL BUSINESS TERMS AND CONDITIONS FOR PUBLISHERS PUBTECH SB LTD
<p>Ovi uslovi i odredbe („Uslovi“) zajedno sa specifičnim dogovorenim uslovima preko Pubtech platforme („Uslovi specifični za kupca“) čine ugovor („Ugovor“) između PubTech SB d.o.o. Beograd (društvo sa ograničenom odgovornošću registrovano i posluje u skladu sa zakonima Srbije, sa svojom registrovanom adresom: Brace Jugovica 21, sprat 2, Beograd (Stari Grad), 11000, Beograd, Srbija) („PubTech SB“ ili „mi“) i lica (ili pravnog lica) koje označava prazno polje za potvrdu sa oznakom „Pročitao sam i slažem se sa uslovima ugovora“ („Izdavač“ ili „vi“). PubTech SB i Izdavač su zajednički nazvani "Strane" i svaka pojedinačno kao "Strana".</p>	<p>These terms and conditions (the "Terms") along with the specific terms agreed through the Pubtech Platform ("the Customer Specific Terms") constitute the agreement ("the Agreement") between PubTech SB d.o.o. Beograd (a limited liability company registered and operating under the laws of the Serbia, with its registered address at: Brace Jugovica 21, floor 2, Belgrade(Stari Grad), Belgrade, 11000, Serbia) ("PubTech SB" or "we") and the person (or legal entity) who indicates with a check-mark in the checkbox labelled "I have read and agree with the terms of the Agreement" (the "Publisher" or "you"). PubTech SB and the Publisher are jointly referred to as the "Parties" and each individually as a "Party".</p>
<h4>O PUBTECH SB</h4>	<h4>ABOUT PubTech SB</h4>
<p>PubTech SB upravlja mrežom na internetu koja olakšava oglašavanje roba i usluga („Mreža“). Učesnici mreže su oglašivači (davaoci oglasa), izdavači i PubTech SB. Oглаšivači (davaoci oglasa) prodaju i reklamiraju svoju robu i usluge koristeći reklamni materijal (kao što je definisano u nastavku). Izdavači uključuju ili ugrađuju reklamni materijal na njihovoj veb stranici („Prostor za oglašavanje“). Reklamni Materijal se ugrađuje u oglasni prostor izdavača korišćenjem kod-a koji obezbeđuje PubTech SB.</p>	<p>operate and manage a network on the Internet that facilitates the advertising of goods and services("Network"). The participants in the Network are Advertisers, Publishers and PubTech SB itself. The Advertisers market and advertise their goods and services using Advertising Material (as defined below). Publishers incorporate or embed the Advertising Material into their website ("Advertising Space"). The Advertising Material is incorporated into the Publishers' Advertising Space by using the Code provided by PubTech SB.</p>
<h4>DEFINICIJE</h4>	<h4>DEFINITIONS</h4>
<p>Definicije navedene u nastavku primenjuju se na ove uslove:</p>	<p>The definitions set out below shall apply to these Terms:</p>
<ul style="list-style-type: none"> • Reklame (oglassi) označavaju oglas koji je u oglasnom prostoru postavio izdavač. • Oглаšivači označavaju klijente PubTech SB koji obezbeđuju izdavačima reklamni materijal koji treba da se ugradi u izdavački reklamni prostor. • Reklamni materijali označavaju, bez ograničenja, tekstualne informacije, grafičke 	<ul style="list-style-type: none"> • Advertisement means the advert placed in the Advertising Space by the Publisher. • Advertisers means clients of PubTech SB who provide the Publishers with Advertising Material to be incorporated or embedded in the Publishers Advertising Space. • Advertising Materials" means, without limitation, textual information, graphical information and text-and-graphic blocks, as well as any other

<p>informacije i tekstualno-grafičke blokove, kao i bilo koji drugi interaktivni materijali koji se odnose na robu ili usluge oglašivača i/ili klijenta oglašivača, koji sadrže hipertekstualne linkove ka veb stranicama ili veb lokacijama koji sadrže informacije ili nude na prodaju relevantnu robu ili usluge oglašivača i/ili njegovog klijenta.</p>	<p>interactive materials, relating to goods or services of the Advertiser and/or the Advertiser's clients, that contain hypertext links to web pages or websites containing information on or offering for sale the relevant goods or services of the Advertiser and/or the Advertiser's client each as designated by the Advertiser.</p>
<ul style="list-style-type: none"> • Pubtech Consent Tool označava softversku alatku koja je povremeno dostupna na platformi pomaže izdavačima u prilagođavanju i dobijanju saglasnosti u vezi sa podacima korisnika izdavača. • Pubtech platforma označava vlasnički softver i tehnološku platformu koja je dostupna za pristup i korišćenje od strane izdavača u skladu sa uslovima ugovora preko adrese http://pubtechsb.com i koji uključuje Pubtech Consent tool. Sve interakcije između strana se održavaju isključivo preko Pubtech platforme. • Provizija označava prihod koji je izdavač ostvario od dozvoljavanja oglašivačima da koriste oglasni prostor izdavača. Provizija je utvrđena tarifom koju odabere oglašivač i broju događaja. Proviziju izdavaču plaća PubTech SB. • Uslovi specifični za kupca označavaju specifične uslove (ako ih ima) na koje izdavač i PubTech SB pristaju preko ličnog naloga izdavača u okviru Pubtech platforme. • Kod znači vlasnički softverski kod PubTech SB dizajniran za postavljanje na veb stranici izdavača u svrhu reklamiranja reklamnog materijala u oglasnom prostoru. • Zakon o zaštiti podataka označava sve važeće zakone i propise koji se odnose na obradu ličnih podataka i privatnost, uključujući bez ograničenja Zakon o zaštiti podataka ("Sl. glasnik RS", br. 87/2018) i GDPR - Opšta uredba o zaštiti podataka EU. • Podaci o subjektu predstavlja identifikovana lica ili lica koja se mogu identifikovati, a čije lične podatke kontrolor obrađuje. 	<ul style="list-style-type: none"> • Pubtech Consent Tool means the software tool made available from time to time on the Platform to assist Publishers in customising and obtaining consents in relation to Publisher User Data. • Pubtech Platform means the proprietary software and technology platform available to be accessed and used by the Publisher on the terms of the Agreement via the URL address http://pubtechsb.com and which includes the Pubtech Consent Tool. All interactions between the Parties are carried out exclusively via the Pubtech Platform. • Commission means the income generated by the Publisher in allowing Advertisers to use the Advertising Space. Commission is determined by the Tariff selected by the Advertiser and the number of Events that occur. Commission is payable to the Publisher by PubTech SB. • Customer Specific Terms means the specific terms that the Publisher and PubTech SB agree through the Publisher's Personal Account within the Pubtech Platform. • Code means PubTech SB's proprietary software code designed for placement on a Publisher's website for the purposes of advertising the Advertising Material in the Advertising Space. • "Data Protection Legislation" means all applicable laws and regulations relating to processing of personal data and privacy, including without limitation the Data Protection Act ("Of. gazete RS", no. 87/2018) of the European Union. • Subject data indicates either that an identified or identifiable individuals whose personal data controller processes. • The controller is an individual or legal entity, ie a government body that independently or together with

<ul style="list-style-type: none"> • Rukovalac je fizičko ili pravno lice, odnosno državni organ koji samostalno ili zajedno sa drugima utvrđuje svrhu i način obrade. • Događaj označava akciju korisnika interneta u vezi sa određenim oglasom postavljenim na veb stranici izdavača koji vodi da izdavač ostvari prihod u skladu sa članom 5 u nastavku. Priroda događaja će zavisi od važeće tarife. • Net 30 Demand Partner označava partnera po potražnji koji plaća proviziju PubTech SB na 30 dana. • Lični nalog označava sopstveni individualni nalog izdavača koji je kreiran na veb stranici Pubtech platforme (http://pubtechsb.com/). • Lični podaci će imati isto značenje kao što je navedeno u Politici privatnosti PubTech SB. • Svrhe označava svrhu registracije, učešća, korišćenja mreža, plaćanje provizije i drugo radi obavljanja usluga po ugovoru, u skladu sa ovim politikom; • Obrazac za narudžbu usluge označava obrazac za narudžbu usluge koji je priložen uz ugovor i rasporedi uključeni u njega zajedno sa bilo kojim naknadnim obrascima za narudžbu usluga i priloženim rasporedima na koje stranka s vremena na vreme može pristati u skladu sa aneksom ugovora; • Tarifa označava različite metode koje su oglašivačima dostupne u dozvoljavanju njihovog reklamnog materijala koji će objaviti izdavač. Tarifom se utvrđuje način na koji izdavač može ostvariti prihod od oglasa. Izdavač ne bira tarifu koja se odnosi na oglas. Različite tarife su identifikovane u odeljku 5 ispod. • Treće strane označavaju dobavljače usluga treće strane koje je imenovao PubTech SB za pružanje usluga prema ovom Ugovoru izdavaču, uključujući Leaseveb (Holandija), Hetzner (Nemačka), Lukup, Paionner, Prospercworks i Tipalti. 	<p>others determines the purpose and manner of processing;</p> <ul style="list-style-type: none"> • Event means affirmative action of an internet user relating to a specific Advertisement placed on the Publisher's website which leads to the Publisher generating an income pursuant to section 5 below. The nature of the Event will depend on the applicable Tariff. • Net 30 Demand Partner means a demand partner who pays Commission to PubTech SB on a 30 day basis. • Personal Account means the Publisher's account that is created on the Pubtech Platform website (http://pubtechsb.com/). • Personal Data shall have the same meaning as set out in Privacy Policy of PubTech SB. • Purposes means the purposes of registration, participation, use of the Network, payment of Commission and otherwise in order to perform the services under this Agreement in accordance with this Agreement. • Service Order Form means the Service Order Form attached to this Agreement and the schedules incorporated within it together with any subsequent Service Order Form(s) and attached schedules that the Parties may agree from time to time to by annex to the Agreement; • Tariff means the different methods available to the Advertisers in allowing their Advertising Material to be Advertised by a Publisher. The Tariff determines the way in which the Publisher can generate an income from the Advertisement. The Publisher does not select the Tariff that applies to the Advertisement. The different Tariffs are identified at section 5 below. • Third Parties means third party service providers appointed by PubTech SB to provide the services under this Agreement to Publisher including Leaseweb (Netherlands), Hetzner (Germany), Luxup, Payonner, Prospercworks, and Tipalti.
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1. Predmet Ugovora i pristup Pubtech platformi	1. Subject of the Agreement and accessing the Pubtech Platform
<p>1. Da bi učestvovali u mreži, izdavači se moraju registrovati na http://pubtechsb.com i kreirati lični nalog.</p> <p>2. Registrovati se mogu pravna ili fizička lica starija od 18 godina kao izdavači.</p> <p>3. PubTech SB zadržava pravo da proveri lične podatke izdavača.</p> <p>4. Registracija na mreži nije prenosiva.</p> <p>5. Popunjavanjem obrasca za registraciju i prihvatanjem ovih uslova, izdavači prilaže ponudu da sklope dogovor za njihovo učestovanje u mreži i da bi ponudili oglasni prostor potencijalnim davaocima oglasa.</p> <p>6. Ako PubTech SB prihvati ponudu, potvrđuje to putem e-pošte ili preko Pubtech platforme. PubTech zadržava pravo da odbije ponudu bez navođenja razloga za odbijanje; u takvom slučaju, podaci podneti uz obrazac za registraciju biće obrisani bez odlaganja.</p> <p>7. Radi izbegavanja svake sumnje, ugovor je zaključen i postaje obavezujuć kada PubTech SB prihvati Vašu ponudu.</p> <p>8. Pristup mreži će se dobiti klikom na link za aktivaciju na e-poštu za potvrdu i prijavljivanje na Vaš lični nalog.</p> <p>9. Da bi dobio kod, izdavač će morati da se prijavi na svoju veb lokaciju i svoj oglasni prostor koji će biti uključeni u Pubtech platformu. Ovo uključuje pružanje detalja o oglasnom prostoru i veb stranici adresa. Ako PubTech SB odobri, PubTech SB će obezbediti izdavaču kod koji će morati da se ubaci u veb sajt izdavača. Kod će omogućiti davaocima oglasa da iskoriste Vaš reklamni prostor.</p> <p>10. Veb sajtovi sa preko 50.000 jedinstvenih posetilaca mesečno ispunjavaju uslove za pregledanje.</p> <p>11. Prilikom podnošenja prijave za Kod, Izdavač daje saglasnost da se oglas prikazuje u njihovom oglasnom prostoru.</p>	<p>1. To participate in the Network, Publishers must register on http://pubtechsb.com and create a Personal Account.</p> <p>2. Legal entities or private individuals over 18 years of age may register as Publishers.</p> <p>3. PubTech SB reserves the right to verify the Publisher's personal data.</p> <p>4. Registration with the Network is not transferable.</p> <p>5. By completing the registration form and accepting these Terms, the Publishers submit an offer to conclude an agreement for their participation in the Network and to offer their Advertising Space to potential Advertisers.</p> <p>6. If PubTech SB accepts the offer, it will confirm this by e-mail or through the Pubtech Platform. PubTech SB reserves the right to refuse an offer without citing any reasons for its refusal; in such case, the data transmitted with the registration form will be deleted without delay.</p> <p>7. For the avoidance of any doubt, the Agreement is concluded and becomes binding when PubTech SB accept your offer.</p> <p>8. Access to the Network will be gained by clicking the activation link in the confirmation email and logging into your Personal Account.</p> <p>9. To obtain a Code, the Publisher will need to apply for their website and their Advertising Space to be included in the Pubtech Platform. This will include providing details of the Advertising Space and the website address. If approved by PubTech SB, PubTech SB will provide the Publisher with a Code which will need to be inserted into the Publisher's website. The Code will allow Advertisers to utilise your Advertising Space.</p> <p>10. Websites with over 50,000 unique visitors a month are eligible for review.</p> <p>11. In making the application for a Code, the Publisher is consenting to an Advertisement being displayed in their Advertising Space.</p>

<p>12. Izdavač će morati da prati gorenavedeni proces za svaku veb lokaciju koje želi da učini dostupnom davaocima oglasa.</p> <p>13. Koristeći Pubtech platformu, izdavači mogu pregledati i izmeniti svoje lične podatke, dodati veb-sajtove i reklamne prostore i druge informacije i otkazati njihovo učešće u celini u mreži.</p> <p>14. Pored izdavača, davaoca oglasa i PubTech SB koji učestvuju u mreži izdavači mogu biti i operateri mreža sa svojim sopstvenim izdavačima („Podizdavačima“).</p> <p>15. Registracija i učešće u mreži su besplatni.</p> <p>16. PubTech SB garantuje da će dostupne aplikacije biti ažurne, potpune i ispravne. PubTech SB nije u obavezi da pregleda reklamni materijal koji je obezbedio davalac oglasa.</p>	<p>12. The Publisher will need to follow the process above for each website that it wishes to make available to Advertisers.</p> <p>13. Using the Pubtech Platform, Publishers can review and alter their personal data, add websites and Advertising Spaces and other information and cancel their participation as a whole in the Network.</p> <p>14. In addition to Publishers, Advertisers and PubTech SB participating in the Network, Publishers can also be operators of networks with their own Publishers ("Sub-Publishers").</p> <p>15. The registration with and the participation in the Network is free of any charge.</p> <p>16. PubTech SB will use their reasonable endeavours to ensure that the available applications are up-to-date, complete and correct. PubTech SB is not obliged to review the Advertising Material provided by the Advertisers.</p>
<h2>2. Učešće izdavača</h2> <p>1. Izdavači će se prijaviti za kod(ove) koristeći Pubtech platformu u skladu sa odeljakom 1.</p> <p>2. U procesu prijave, oglasni prostor i veb stranica će biti pregledani.</p> <p>3. Ukoliko oglasni prostor naveden u procesu prijave ne odgovara stvarno dostupnom prostoru za oglašavanje, PubTech SB ima pravo da odbije obezbeđenje koda i da blokira izdavaču račun bez odlaganja.</p>	<h2>2. Publishers' Participation</h2> <p>1. Publishers shall apply for a Code(s) using the Pubtech Platform in accordance with section 1.</p> <p>2. In the application process, the Advertising Space and the website will be reviewed.</p> <p>3. Should the Advertising Space listed in the application process not correspond to the Advertising Space actually available, PubTech SB is entitled to refuse to provide a Code and block the Publisher's account without delay.</p>
<h2>3. Dužnosti izdavača</h2> <p>Izdavač se obavezuje:</p> <p>1. da su podaci dati pri registraciji tačni i kompletni. Ukoliko se podaci dati pri registraciji promene u bilo kom trenutku nakon registracije, izdavač mora promeniti svoj lični nalog na Pubtech platformi.</p> <p>2. ako podležu porezu na promet, da obezbede PubTech SB, kao deo njihovih kontakt podataka, njihov važeći poreski identifikacioni broj koji izdaje njihova lokalna poreska uprava ili PDV identifikacioni broj.</p>	<h2>3. Duties of the Publisher</h2> <p>The Publisher undertakes:</p> <p>1. that the data provided at registration is correct and complete. Should the data provided at registration change at any time after registration, the Publisher must change his Personal Account on the Pubtech Platform.</p> <p>2. if they are subject to turnover tax, to provide PubTech SB, as part of their contact details, their valid tax payer identification number issued by their local tax authority or the VAT identification number.</p>

<p>3. da čuva tajnost pristupa podacima svom ličnom nalogu, izabranim pri registraciji (e-mail adresa i lozinka) i da takve podatke ne saopštava trećim strankama.</p> <p>4. da obavesti PubTech SB bez odlaganja pismenim putem ili putem e-maila na pubtech.sb@gmail.com u slučaju sumnje da treća lica imaju pristup podacima.</p> <p>5. da dozvoli postavljanje oglasa u svom oglasnom prostoru samo korišćenjem koda.</p> <p>6. da koristi kod na veb stranici za koju je posebno obezbeđen.</p> <p>7. da čuva sve podatke i poverljive informacije u vezi sa Pubtech platformom koje su ili će biti predočene za izdavače. Takve informacije će biti uključene ali ne isključive za kod.</p> <p>8. kada to zatraži PubTech SB, da ukloni kod sa bilo koje veb stranice ili veb stranice njihovih podizdavača.</p> <p>9. da ima tražena prava u prostoru za oglase.</p> <p>10. da obezbede da oglasni prostor i reklamne aktivnosti u celini:</p> <p>1) ne krše nikakva prava trećih lica (posebno bez ograničenje, autorska prava, zaštitni znak, lična prava ili slična prava).</p> <p>2) ne krše druge odredbe zakona (posebno zakon o zaštiti konkurenkcije), ne ugrožavaju osnove demokratije, ne podstiču nasilje, nisu rasistički, pornografski ili odgovorni za loš uticaj na omladinu, ili ako je nemoguće da budu opšte dostupni.</p> <p>3) da ne krše Google AdSense programske politike, koje se nalaze na adresi https://support.google.com/adSense/answer/48182?hl=en-GB.</p> <p>11. da neće, ni na koji način, napasti mrežu. Napadi su, bez ograničenja, definisani kao pokušaji da se prevaziđu ili zaobiđu mehanizmi bezbednosti od mreže ili da ih na drugi način onesposobite, koristeći kompjuterske programe koji omogućavaju automatsko očitavanje podataka, kao i korišćenje i/ili cirkulaciju virusa, crva, Trojanaca, napada grube sile, neželjene pošte ili korišćenje drugih veza, programa ili</p>	<p>3. to keep the access data to their Personal Account, selected at registration (e-mail address and password) confidential and not to communicate such data to third parties.</p> <p>4. to inform PubTech SB without delay in writing or by e-mail sent to pubtech.sb@gmail.com in the event that they have reason to believe that third parties have become aware of their access data.</p> <p>5. to allow placement of Advertisements in their Advertising Space only by way of using the Code.</p> <p>6. only to use the Code on the website for which it has been specifically provided.</p> <p>7. to keep all data and information relating to the Pubtech Platform which have or will become known to the Publisher confidential. Such information will include but not be limited to Code.</p> <p>8. when requested by PubTech SB, to remove the Code from any website or website of their Sub-Publishers.</p> <p>9. that it holds the required rights in the Advertising Space.</p> <p>10. that the Advertising Space and the advertising activities as a whole:</p> <p>1) Do not infringe any rights of third- parties (in particular, without limitation, copyrights, trademark rights, personal rights or similar rights).</p> <p>2) Do not violate any other provisions of the law (in particular competition law), do not endanger the democratic constitution, do not glorify violence, are not racist, pornographic or liable to corrupt youth, or unfit to be made generally accessible.</p> <p>3) Do not violate Google AdSense programme policies, located at https://support.google.com/adSense/answer/48182?hl=en-GB.</p> <p>11. It will not, in any way, attack the Network. Attacks are, without limitation, defined as attempts made to overcome or circumvent the security mechanisms of the Network or to otherwise incapacitate them, using computer programs enabling automatic data readouts, as well as using and/or circulating viruses, worms, Trojans, brute force attacks, spam or using other links, programs or procedures that are suited to damage the Network or participants in the Network.</p>
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<p>procedura koje su pogodne za oštećenje mreža ili učesnika u mreži.</p> <p>12. da, gde upravljaju mrežom sa podizdavačima oni će saopštiti ove uslove i osigurati da su obavezujući za svoje podizdavače i praktiče i sprovoditi njihovu usklađenost. Izdavači će snositi odgovornost za ponašanje njihovih podizdavača.</p> <p>4. Zloupotreba</p> <p>1. Bilo koji oblik zloupotrebe, na primer, pribavljanje događaja nepoštenim metodama koje krše važeći zakon, ove uslove ili posebne uslove klijenata, izričito je zabranjeno.</p> <p>2. Izdavačima je zabranjeno da pokušavaju da dobiju proviziju od samostalnog prouzrokovanja događaja ili preko treće osobe koja koristi oglas postavljen u oglasnom prostoru izdavača pomoću jednog ili više od sledećih metoda:</p> <ul style="list-style-type: none"> - Lažiranje događaja, na primer neovlašćenim unošenjem podataka treće strane ili od strane davanje lažnih ili nepostojećih podataka prilikom naručivanja robe ili registracije na mreži. - Korišćenje reklamnog materijala koji omogućava praćenje iako se uopšte ne prikazuje, nije vidljivo ili nije ni na koji način zahtevano od strane donosioca oglasa. <p>3. Ako opravdano sumnjamo da ste zloupotrebili Pubtech platformu, kod ili na drugi način prekršili ove uslove možemo odmah i bez obaveštenja blokirati pristup Vašem ličnom nalogu i raskinuti ugovor. U slučaju raskida odredbe odredjka 7 ovih uslova će se primenjivati, a izdavač neće imati pravo na bilo kakvu naknadu, proviziju ili drugu isplatu prema ugovoru.</p> <p>5. Provizija</p> <p>1. Provizija se plaća samo ako:</p> <ol style="list-style-type: none"> 1. se dogodio događaj. 2. ako je odobren od strane PubTech SB. 3. niste prekršili ove uslove. <p>2. Iznos provizije koja se plaća izdavaču za plasman koda i način na koji isti u svakom</p>	<p>12. Where they operate a network with Sub-Publishers they will communicate these Terms to and ensure they are binding on their Sub-Publishers and monitor and enforce their compliance. Publishers will be held liable for the conduct of their Sub-Publishers.</p> <p>4. Misuse</p> <p>1. Any form of misuse, for example, procuring Events by unfair methods or means that violate applicable law, these Terms or the Customer Specific Terms, is expressly prohibited.</p> <p>2. Publishers are prohibited from attempting to obtain Commission by procuring Events themselves or through a third person using the Advertisement placed in the Publisher's Advertising Space using one or more of the following methods:</p> <ul style="list-style-type: none"> - Fraudulently pretending or faking Events, for example by entering third party data without authorisation, or by providing false or non-existing data when ordering goods or registering online. - Using Advertising Material that enables tracking although it is not displayed at all, not visibly or not in the manner and/or size stipulated by the Advertiser. <p>3. If we reasonably suspect that you have misused the Pubtech Platform, Code or otherwise breached these Terms we may immediately and without notice block your access to your Personal Account and terminate the Agreement. In the event of termination, the provisions of section 7 of these Terms shall apply and the Publisher shall not be entitled to any remuneration, Commission or other payment under the Agreement.</p> <p>5. Commission</p> <p>1. Commission is only payable if:</p> <ol style="list-style-type: none"> 1. an Event has occurred. 2. the Event is approved by PubTech SB. 3. you have not breached these Terms. <p>2. The amount of Commission payable to the Publisher for placement of the Code and the way that it accrues in</p>
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<p>konkretnom slučaju zavisi od tarife koju odabere davalac oglasa.</p> <p>3.Sledeće tarife su dostupni oglašivačima:</p> <p>1.) Standardna tarifa „plati po kliku“, po kojoj se izdavaču plaća za "klikove" korisnika interneta reklama.</p> <p>2.) Standardna tarifa "Plata po pregledu" po kojoj se izdavaču plaća za prikazivanje oglasa u njegovom oglasnom prostoru.</p> <p>4. Izdavač je saglasan da će stvarni iznos provizije koje će izdavač primiti po svakoj tarifi zavisiti od: između ostalog, modela za plasman koji je odabrao davalac oglasa. Izdavač se slaže da će u svakom slučaju biti obavešten o važećoj tarifi i iznosu provizije koji će primiti izdavač preko ličnog naloga.</p> <p>5. U roku od 5 radnih dana od početka svog učešća u mreži ili na zahtev PubTech SB, izdavač će obavestiti PubTech SB o željenim uslovima plaćanja izdavača od „30 Net“ ili „60 Net“, s tim da:</p> <ul style="list-style-type: none"> - ako Izdavač odabere „30 Net“ uslove plaćanja, izdavač se slaže i potvrđuje da će učešće u mreži biti ograničeno na mrežu 30 partnera; i - ako Izdavač odabere „60 Net“ uslove plaćanja, učešće izdavača u mreži uključuje sve dostupne partnere na potražnji. <p>6. Izdavač se ovim izričito slaže da će PubTech SB-u biti plaćene provizije na sledeći način:</p> <ul style="list-style-type: none"> - isplata provizije se obračunava svakog meseca automatski u skladu sa uslovima plaćanja izabranim od strane izdavača u skladu sa odeljkom 5. Ako je izabran „30 Net“ plaćanje, plaćanje se vrši u roku od 30 dana po isteku meseca. Ako je izabran „60 Net“, plaćanje se vrši 60 dana nakon završetka meseca. <p>Plaćanje zavisi od:</p> <ul style="list-style-type: none"> - PubTech SB odobrava događaj i nije bilo kršenja ovih uslova; i 	<p>each particular case will depend on the Tariff selected by the Advertiser.</p> <p>3. The following Tariffs are available to Advertisers:</p> <p>1.) Standard "Pay-Per-Click" Tariff, under which the Publisher is paid for "clicks" made by internet users on the Advertisement.</p> <p>2.) Standard "Pay-Per-View" Tariff, under which the Publisher is paid for displaying the Advertisement in their Advertising Space.</p> <p>4. The Publisher hereby agrees that the actual amount of Commission to be received by the Publisher under each Tariff shall depend upon, inter alia, the model for placement selected by the Advertiser. The Publisher agrees that they will be notified in each case about the applicable Tariff and the amount of Commission to be received by the Publisher via the Publisher's Personal Account.</p> <p>5. Within 5 Business Days of starting its participation in the Network or upon request by PubTech SB, the Publisher shall notify PubTech SB of the Publisher's preferred payment terms of either Net 30 or Net 60, provided that:</p> <ul style="list-style-type: none"> - should the Publisher select Net 30 payment terms, the Publisher agrees and acknowledges that its participation in the Network shall be limited to the Net 30 Demand Partners; and - should the Publisher select Net 60 payment terms, the Publisher's participation in the Network shall include all available Demand Partners. <p>6. The Publisher hereby expressly agrees that PubTech SB will be paying Commission in the following manner:</p> <ul style="list-style-type: none"> - Payment of Commission accrued each month is made automatically in accordance with the payment terms selected by the Publisher pursuant to section 5. If Net 30 payment terms are selected, payment is made within 30 days after the end of the month. If Net 60 payment terms are selected, payment is made within 60 days after the end of the month. <p>Payment is subject to:</p> <ul style="list-style-type: none"> - the Event being approved by PubTech SB and there having been no breach of these Terms; and
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<p>- PubTech SB ima pravo na odlaganje plaćanje provizije, za period za koji se PubTech SB odluči, kada je prikupljanje provizije od strane partnera iz bilo kog razloga odloženo.</p> <p>7. U slučaju da PubTech SB nije uspeo da prikupi nijednu dospelu proviziju koju treba da plati partner („Neprikupljeno provizija“), PubTech SB ima pravo donese promene zbog neplaćanja u pogledu : (i) zadržavanje od bilo koje isplate Provizije Izdavaču za iznos jednak iznosu Nenaplaćene Provizije, sve dok PubTech SB ne naplati takvu Nenaplaćenu proviziju od partnera; (ii)ili da izabere da ne koristi svoja prava pod (i) gore da zadrži takvu Nenaplaćenu proviziju tako što će Izdavaču platiti u celosti, ali zadržavajući pravo da odbije takvu Nenaplaćenu proviziju od bilo koje Provizije ili drugih iznosa, koje su dospele i koje plaća PubTech SB Izdavaču prema ovom Ugovoru za bilo koji budući period.</p> <p>8. Ako u bilo kom trenutku nakon uplate od provizija, PubTech SB razumno zaključi da se deo ili cela provizija može pripisati događaju koji se dogodio kršenjem ovih uslova, PubTech SB ima pravo da preračuna proviziju koju je trebalo platiti i Izdavač će, ne dovodeći u pitanje pravne lekove PubTech SB, otplatiti na zahtev razliku između preračunata provizije i provizije plaćene izdavaču. PubTech SB može, bilo kad da odbije bilo koju količinu provizije koju mu duguje Izdavač u ovom odeljku protiv svakog sadašnjeg ili budućeg plaćanja provizije koju plaća PubTech SB izdavaču.</p> <p>9. Plaćanje provizije će biti izvršeno po metodi i u valuti izabranoj od strane izdavača u ličnom nalogu izdavača.</p> <p>10. PubTech SB može postaviti minimalni iznos provizije koja se plaća koji zavisi od metode uplate koju odabere izdavač. Minimalni iznosi nametnuti od PubTech SB su navedeni u ličnom nalogu izdavača. PubTech SB će samo plaćati gde je ispunjen minimalni iznos. Kada minimalni iznos koji može biti plaćen izdavaču nije ispunjen,</p>	<p>- PubTech SB having the right to delay payment of Commission, for such period as PubTech SB decides, to the Publisher where PubTech SB's receipt of the Commission from the Demand Partner is delayed for whatever reason.</p> <p>7. In the event that PubTech SB has failed to collect any Commission due and payable by a Demand Partner to PubTech SB (“Uncollected Commission”), PubTech SB shall be entitled to adjust the Commission due and payable to Publisher by either: (i) withholding from any payment of Commission to Publisher an amount equal to the amount of Uncollected Commission, until such time that PubTech SB collects such Uncollected Commission from such Demand Partner; or (ii) electing not to exercise its rights under paragraph (i) above to withhold such Uncollected Commission by paying Publisher in full, but reserving the right to set off such Uncollected Commission against any Commission, or other amounts, due and payable by PubTech SB to Publisher hereunder for any future period.</p> <p>8. If at any time after payment of Commission, PubTech SB reasonably concludes that any or all of the Commission is attributable to an Event that occurred in breach of these Terms, PubTech SB shall be entitled to recalculate the Commission that should have been paid and the Publisher shall, without prejudice to PubTech SB's other remedies, repay on demand the difference between the recalculated Commission and the Commission actually paid to the Publisher. PubTech SB may, at any time, set off any amount of Commission owed to it by the Publisher under this section against any present or future payment of Commission payable by PubTech SB to the Publisher.</p> <p>9. Commission payments will be made by the method and in the currency selected by the Publisher in the Publisher's Personal Account.</p> <p>10. PubTech SB may set a minimum amount of commission payable which is dependent on the method of payment selected by the Publisher. The minimum amounts imposed by PubTech SB are listed in the Publisher's Personal Account. PubTech SB will only make payments where the minimum amount is met. When the minimum amount that may be paid to the Publisher is</p>
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<p>provizija će ostati na računu za nadoknadu izdavača na Pubtech platformi.</p>	<p>not met, the Commission will remain in the Publisher's remuneration account on the Pubtech Platform.</p>
<p>11. PubTech SB nije odgovoran za bilo koju proviziju koja može biti zadržana od strane banke, platnih sistema, pružaoci platnih usluga i trećih lica.</p>	<p>11. PubTech SB is not responsible for any Commission that may be withheld by banks, payment systems, payment services providers and other third parties.</p>
<p>12. Neće se plaćati kamata na proviziju u ličnom listu izdavača računa.</p>	<p>12. No interest will be paid on the Commission in the Publisher's Personal Account.</p>
<p>13. Ako postoje bilo kakvi bankovni troškovi prilikom plaćanja provizije, takva naknada će biti odbijena od provizije koja se plaća izdavaču.</p>	<p>13. If there are any bank charges in making the Commission payment, such charge will be deducted from the Commission payable to the Publisher.</p>
<p>14. Prefakturisanje</p>	<p>14. Self Billing:</p>
<p>PubTech SB će izdati prefakturisanu fakturu za period od 12 meseci od datuma ovog ugovora ili prema dogovoru sa izdavačom ili do raskida ovog ugovora šta god da je kasnije. U takvim okolnostima, PubTech SB će popuniti samofakturisane fakture koje identifikuju ime izdavača, adresu i PIB registracioni broj, zajedno sa svim ostalim detaljima koji čine punu fakturu. PubTech SB će obavestiti izdavača da li će izdavanje samofakturisanih faktura biti povereno trećoj strani.</p>	<p>PubTech SB shall issue a self-billed invoice for the period of 12 months from the date of this Agreement or as agreed with Publisher or until the termination of this Agreement whichever is the later. In such circumstances, PubTech SB shall complete self-billed invoices identifying Publisher's name, address and VAT registration number, together with all other details constituting a full invoice. PubTech SB shall inform Publisher if the issue of self-billed invoices will be outsourced to a third party.</p>
<p>Izdavač će prihvati samofakturisane fakture koje izdaje PubTech u ime izdavača za period od 12 meseci od datuma ovog ugovora ili kako je dogovoreno sa PubTech SB ili do raskida ovog ugovora (koja god radnja je kasnije izvršena). U takvom okolostima, izdavač neće ispostavljati fakture PubTech SB u okolnostima u kojima je PubTech SB u stanju da izdaje samofakturisane fakture. Izdavač će odmah obavestiti PubTech SB ako se izdavačev PIB registarski broj promeni, ako Izdavač prenese svoje poslovanje kao stalno preduzeće ili ako Izdavač prestane da bude registrovan za PDV.</p>	<p>Publisher shall accept self-billed invoices raised by PubTech SB on behalf of Publisher for the period of 12 months from the date of this Agreement or as agreed with PubTech SB or until the termination of this Agreement whichever is the later. In such circumstances, Publisher shall not submit invoices to PubTech SB in circumstances where PubTech SB is able to issue self-billed invoices. Publisher shall inform PubTech SB immediately if Publisher's VAT registration number changes, if Publisher transfers its business as a going concern or if Publisher ceases to be registered for VAT.</p>
<p>Izdavač je saglasan da će imati punu odgovornost za obračun PDV-a (ili bilo kog ekvivalentnog poreza koji se naplaćuje u zemlji poslovanja izdavača ili drugoj zemlji) koji može biti plativ u bilo kojoj jurisdikciji u pogledu provizije ili bilo kojih drugih plaćanja izvršena u skladu za ovim ugovorom.</p>	<p>The Publisher agrees that it shall have full responsibility for accounting for any VAT (or any equivalent tax chargeable in the publisher's country of business or another country) that may be payable in any jurisdiction in respect of Commissions or any other payments made pursuant to this Agreement.</p>

<p>Radi izbegavanja sumnje, PubTech SB će samo vršiti snabdevanje i plaćanje provizije u skladu sa ovim ugovorom pod uslovom da izdavač prihvati samofakturisane fakture koje je izdao PubTech SB. PubTech SB neće prihvati ili potvrditi nijednu izdatu fakturu direktno od izdavača u vezi sa bilo kojim snabdevanjem.</p>	<p>For the avoidance of doubt, PubTech SB shall only make the supplies and pay the Commissions pursuant to this Agreement subject to the Publisher accepting self-billed invoices raised by PubTech SB. PubTech SB will not accept or acknowledge any invoice issued directly by a Publisher in respect of any supplies.</p>
<p>6. Program preporuka</p> <ol style="list-style-type: none"> 1. Izdavač može da koristi vezu za preporuku dostupnu na platformi da pozove druge korisnike da učestvuju u platformi. 2. Korisnik se mora registrovati na platformi u roku od 14 dana od korišćenja veze da bi se smatrao preporučenim. 3. Ako korisnik primi više od jedne veze za preporuku, PubTech SB će dodeliti preporuku izdavaču čija je referentna veza korišćena da se završi proces registracije. 4. Svaka preporuka će proći kroz standardan proces odobrenja i može biti odbijena od strane PubTech SB. 5. PubTech SB plaća izdavaču procenat provizije generisan od strane lica čija je veza preporuku u roku od 12 meseci od datuma registracije („Nagrada za preporuke“). Proviziju mora odobriti PubTech SB i mora da ispunjava sve uslove navedene u odeljku 5 ovih uslova. 6. Procenat na osnovu kojeg se izračunava nagrada za vezu za preporuku je dostupna na platformi i može se promeniti od strane PubTech SB. 7. Izdavač se ne može pozivati na sebe niti stvarati višestruke, fiktivne ili lažne naloge. Izdavač ne sme da koristi program preporuka za kršenje bilo kog zakona ili kršenje prava bilo koje treće strane, ili u suprotnom postupati na način koji se smatra uz nemiravajućim, štetnim, nezakonitim, opasnim ili van duha i namere programa preporuke. 8. Učešće u programu preporuka može zahtevati od upućenog korisnika da dostavi lične podatke o sebi. Lične informacije će se prikupljati, obrađivati i koristiti u skladu sa politikom privatnosti koja se može naći na https://pubtechsb.com/PrivacyPolicy/. Dodatno, PubTech SB može koristiti lične podatke radi kontaktiranja korisnika u vezi sa učestvovanjem u programu preporuka. 	<p>6. Referral Program</p> <ol style="list-style-type: none"> 1. The Publisher can use the Referral Link available in the Platform to invite other users to participate in the Platform. 2. A user must register in the Platform within 14 days of using the link to be considered a Referral. 3. If a user receives more than one Referral Link, PubTech SB will assign the Referral to the Publisher whose Referral Link is used to complete the registration process. 4. Each Referral will go through a normal approval process and can be rejected by PubTech SB. 5. PubTech SB shall pay the Publisher a percentage of Commission generated by Referrals within 12 months from the registration date ("Referral Reward"). The Commission must be approved by PubTech SB and meet all requirements set out in section 5 of these terms. 6. The percentage based on which the Referral Reward is calculated is available in the Platform and can be changed by PubTech SB from time to time. 7. The Publisher cannot refer themselves or create multiple, fictitious or fake accounts. The publisher may not use the Referral Program to violate any law, infringe or violate the rights of any third party, or otherwise act in a manner that is deemed harassing, harmful, illegal, hateful, obscene or outside the spirit and intent of the Referral Program. 8. Participation in the Referral Program may require a referred user to submit personal information about themselves. The personal information will be collected, processed and used in accordance with the Privacy Policy which can be found at https://pubtechsb.com/PrivacyPolicy/privacy. In addition, personal information may be used by PubTech

<p>7. Rok važenja ugovora i raskid</p> <p>1. Ugovor je na neodređeno vreme.</p> <p>2. Strane mogu raskinuti ugovor u bilo kom trenutku pismenim putem (poštom na adresu iz odeljka 1 ili putem e-mail-a na adresu pubtech_sb@gmail.com)</p> <p>3. Svaki događaj koji se dogodi u trenutku raskida, ali pre nego što se zatvori lični nalog biće obrađen u skladu sa odeljakom 5 nakon prijema obaveštenja o raskidu.</p> <p>4. Kada je učešće u mreži prekinuto, podaci sačuvani prilikom registracije biće obrisani kada PubTech SB utvrди da ih više nije neophodno čuvati, a u skladu sa zakonskim odredbama u vezi sa zaštitom Vaših podataka.</p> <p>5. Ako je PubTech SB raskinuo ugovor zbog zloupotrebe u skladu sa članom 4, svaka likvidirana šteta u skladu sa članom 4 će se odbiti od provizije koja se plaća po raskidu.</p> <p>6. U slučaju da izdavač ne uspe da aktivira registraciju putem linka za aktivaciju koja je poslata izdavaču putem e-pošte, link za aktivaciju će biti automatski otkazan nakon 60 dana. Moguća je ponovna registracija.</p> <p>7. Ako se događaj ne dogodi u periodu od dve godine nakon registracije, PubTech SB zadržava pravo da zatvori nalog i da ponisti registraciju. Moguća je ponovna registracija.</p> <p>8. PubTech SB može po sopstvenom i apsolutnom nahođenju da momentalno raskine ugovor ako je došlo do kršenja ovih uslova ili uslova specifičnih za klijenta od strane izdavača obaveštavanjem izdavača pismenim putem.</p> <p>8. Ugovor o obradi podataka u pogledu ličnih podataka izdavača</p> <p>1. Zaštita ličnih podataka je veoma važna za PubTech SB — ipak, prikupljanje, obrada i korišćenje takvih podataka je neophodna za funkcionisanje mreže.</p>	<p>SB on PubTech SB's behalf, to contact Users with regards to participation in the Referral Program.</p> <p>7. Term of Agreement and Termination</p> <p>1. The Agreement is for an indefinite term.</p> <p>2. The Parties may terminate the agreement at any time in writing (by letter on the address defined in paragraph 1 or by e-mail on the address pubtech_sb@gmail.com).</p> <p>3. Any Event that occurs at the time of termination but before the Personal Account has been closed will be processed pursuant to section 5 following the receipt of the termination notice.</p> <p>4. Once participation in the Network has been terminated, the data record stored at registration will be deleted when PubTech SB determines that it is no longer necessary subject always to the requirements of any statutory provisions regarding the protection of your data.</p> <p>5. If the Agreement has been terminated by PubTech SB for misuse pursuant to section 4, any liquidated damages pursuant to section 4 will be deducted from the Commission payable on termination.</p> <p>6. In the event that the Publisher fails to activate the registration via the activation link sent to the Publisher by email, the activation link will be automatically cancelled after 60 days. It is possible to re-register.</p> <p>7. If no an Event does not occur for a period of two years after registration, PubTech SB reserves the right to close the account and to cancel the registration. It is possible to re-register.</p> <p>8. PubTech SB may in its sole and absolute discretion and with immediate effect terminate the Agreement where there has been a breach of these Terms or the Customer Specific Terms by the Publisher by notifying the Publisher in writing.</p> <p>8. Data Processing Agreement in respect of Publisher Personal Data</p> <p>1. Protecting Personal Data is very important to PubTech SB — nevertheless, collecting, processing and using such data is indispensable for operating the Network.</p>
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<p>2. Svaka strana će se pridržavati svojih obaveza u skladu sa zakonskim propisima o zaštiti u pogledu svih ličnih podataka koji mogu biti obrađeni u izvršenju ovog ugovora.</p> <p>3. U pogledu prava i obaveza strana prema ovom ugovoru, ako u bilo kom trenutku PubTech SB obradi ili primi ili inače ima pristup ličnim podacima klijenata/podizdavača izdavača, onda će strane biti saglasne da je izdavač kontrolor i da je PubTech SB procesor.</p> <p>4. Izdavač će se u svakom trenutku pridržavati zakona o zaštiti podataka i obezbediće, dokaze PubTech SB o individualnim zahtevima, pravičnim i zakonitim osnovama za koje je izdavač dobio saglasnost u vezi sa obradom ličnih podataka u izvršavanju ovog ugovora. Takva saglasnost će uključivati prenos i obradu korisnika izdavača u izvore potražnje na globalnoj osnovi.</p> <p>5. PubTech SB je razvio i čini dostupnim izdavačima na osnovu „kao što jeste“ Pubtech Consent alatke kao deo usluga predviđenih ovim uslovima. Bez obzira na prethodnu rečenicu, izdavač predočava i potvrđuje radi izbegavanja sumnje da je isključivo odgovoran za ispunjavanje svojih obaveza prema zakonu o zaštiti podataka u vezi sa obezbeđivanjem pravičnog i zakonitog osnova na osnovu kojih PubTech SB (i izvori potražnje) mogu da obrađuju lične podatke korisnika izdavača u svrhu pružanja usluga izdavaču pod ovim uslovima.</p> <p>6. PubTech SB:</p> <ol style="list-style-type: none"> 1. obrađuje samo lične podatke izdavača /oglašivača/podizdavača za svrhe u skladu sa Politikom privatnosti; 2. obrađuje lične podatke izdavača samo u ime izdavača i samo u skladu sa pisanim uputstvima izdavača (koja mogu biti specifična uputstva ili uputstva opšte prirode kao postavljena u ovom Ugovoru ili ako je na drugi način obavešten od strane izdavača PubTech SB u pisanoj formi tokom perioda zaključenja sporazuma); 	<p>2. Each Party shall comply with its respective obligations under the Data Protection Legislation in relation to all Personal Data that may be Processed in the performance and operation of this Agreement.</p> <p>3. With respect to the Parties' rights and obligations under this Agreement, if at any time PubTech SB Processes or receives or otherwise has access to Personal Data of clients/sub-publishers of publisher then the Parties agree that the Publisher is the Controller and that PubTech SB is the Processor.</p> <p>4. Publisher shall comply at all times with the Data Protection Legislation and shall procure, ensure and provide evidence to PubTech SB upon individual request thereof, of the fair and lawful basis upon which Publisher has obtained consent in relation to the processing of personal data in the performance of this Agreement. Such consent shall include the transfer and processing of Publisher User Data to Demand Sources on a global basis.</p> <p>5. PubTech SB has developed and makes available to Publishers on an “as is” basis the Pubtech Consent Tool as part of the services provided under these Terms. Notwithstanding the previous sentence, Publisher acknowledges and confirms for the avoidance of any doubt that it is solely responsible for complying with its obligations under Data Protection Legislation in relation to procuring a fair and lawful basis upon which PubTech SB (and Demand Sources) may Process the publisher users personal data for the purpose of providing the services to Publisher under these Terms.</p> <p>6. PubTech SB shall:</p> <ol style="list-style-type: none"> 1. only Process Publisher Personal Data for the Purposes in accordance with Privacy Policy; 2. process the Publisher Personal Data only on behalf of the Publisher and only in accordance with the written instructions of the Publisher (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Publisher to PubTech SB in writing during the term of this Agreement);
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<p>3. obrađuje lične podatke izdavača samo u meri, i to na način kako je neophodno za pružanje usluga po ovom ugovoru i samo za te svrhe osim ako ne postoji pisano ovlašćenje izdavača. PubTech SB takođe može obraditi lične podatke izdavača tamo gde to zahtevaju svi primenljivi zakoni pod uslovom da PubTech SB daje prednost obaveštenje izdavača o takvom zahtevu kada je to zabranjeno važećim zakonom;</p>	<p>3. process the Publisher Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services under this Agreement and for no other Purposes unless it has first obtained the written authorisation of Publisher. PubTech SB may also Process Publisher Personal Data where required by any applicable laws provided PubTech SB gives prior notification to the Publisher of such requirement save where prohibited from doing so by applicable law;</p>
<p>4. implementirati i održavati odgovarajuće tehničke i organizacione mere u skladu sa zahtevima GDPR-a za zaštitu izdavača ličnih podataka protiv neovlašćenih ili nezakonitih obrada i protiv slučajnog gubitka, uništenja, oštećenja, izmene ili otkrivanja.</p>	<p>4. implement and maintain appropriate technical and organisational measures in accordance with the requirements of the GDPR to protect Publisher Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure.</p>
<p>5. u svakom trenutku je potrebno posedovati kopiju izdavačevih ličnih podataka koji osiguravaju da se rezervne kopije drže u bezbednom skladištu van lokacije, kako bi se obezbedilo da je PubTech SB može da vrati dostupnost i pristup ličnim podacima izdavača na vreme u slučaju bilo kakve neovlašćene ili nezakonite obrade ili slučajnog gubitka, uništenja, oštećenja, izmene ili otkrivanje ličnih podataka izdavača;</p>	<p>5. at all times maintain a back-up copy of Publisher Personal Data ensuring that up-to-date back-ups are held in safe and secure off-site storage, so as to ensure that PubTech SB is able to restore the availability and access to Publisher Personal Data in a timely manner in the event of any unauthorised or unlawful Processing or accidental loss, destruction, damage, alteration or disclosure of Publisher Personal Data;</p>
<p>6. redovno testiraju, procenuju i ocenjuju efikasnost njene organizacione i tehničke mere obezbeđenja;</p>	<p>6. regularly test, assess and evaluate the effectiveness of its organisational and technical security measures;</p>
<p>7. preduzeti razumne korake da osigura pouzdanost bilo kog osoblje koje ima pristup ličnim podacima, uključujući potvrdu da su prošli odgovarajuću proveru i adekvatnu obuku za zaštitu podataka, obradu podataka i u odgovornostima, brizi i rukovanju ličnim podacima;</p>	<p>7. take reasonable steps to ensure the reliability of any staff who have access to the Personal Data, including ensuring they have undergone appropriate vetting and adequate training in data protection, data Processing and in the responsibilities, care and handling of Personal Data;</p>
<p>8. obezbediti da niko od zaposlenih ne objavljuje ili otkiva bilo koje od ličnih podataka bilo kojoj trećoj strani osim ako to nije pismeno naloženo od strane izdavača;</p>	<p>8. ensure that none of the staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Publisher;</p>
<p>9. obavesti izdavača čim je to razumno izvodljivo u roku od 2 dana, ako primi:</p>	<p>9. notify the Publisher as soon as reasonably practicable and in any event within 2 days, if it receives:</p>
<p>1.) zahtev od subjekta da želi da ima pristup njihovim ličnim podacima;</p>	<p>1.) a request from a Data Subject to have access to their Personal Data;</p>

<p>2.) zahtev od subjekta podataka na ostvarivanje prava na podatke o predmetu pod GDPR; ili</p> <p>3.) pritužba ili zahtev koji se odnosi na obaveze izdavača prema podacima Zakona o zaštiti;</p> <p>10. obezbediti izdavaču pomoć i assistenciju u vezi sa bilo kojom pritužbom ili zahtevom što obuhvata:</p> <p>11. odmah obavestiti izdavača u slučaju bilo kakvog kršenja od strane PubTech SB bilo kojeg zakona o zaštiti podataka ili svako neovlašćeno ili nezakonito obrađivanje izdavačevih ličnih podataka ili u slučaju bilo kakvog slučajnog gubitka, korupciju, uništenje ili oštećenje izdavačevih ličnih podataka i dati objašnjenje izdavaču o kršenju i dati predloge za otklanjanje nedozvoljenog događaja ili slučajnih događaja (u zavisnosti od slučaja). PubTech SB će, po izdavačevom uputstvu, odmah primeniti i preduzeti sve mere i korake koji su neophodne za otklanjanje kršenja i minimalizacije verovatnoće budućih kršenja. U slučaju neovlašćenog događaja ili slučajnog događaja, PubTech SB će obezbediti izdavača sa informacijama i pomoći kao što je on zahtevaо da bi ispunio svoje zahteve da obavesti regulatora i/ili subjekte koje su takođe pogodeni, i povratiti lične podatke koristeći rezervnu kopiju ili oporavak (vraćanje podataka);</p> <p>7. Izdavač daje saglasnost za imenovanje trećih lica od strane PubTech SB. PubTech SB će dobiti prethodnu pismenu saglasnost od izdavača kako bi preneo lične podatke izdavača bilo kom podizvođači, pod-procesoru ili filijali osim trećim stranama za pružanje usluga prema ovom ugovoru. Gde je izdavač saglasan sa takvim podugovaranjem ili podprocesovanjem, PubTech SB će osigurati da:</p> <ul style="list-style-type: none"> - obaveštava izdavača o identitetu predloženog podprocesora (ili bilo koje izmene predloženog pod-procesora) procesor koji izdavač može u svom apsolutnom iznosu odbaciti odmah i dostaviti izdavaču sa svim relevantnim informacijama uključujući i obradu obaveze koju predlaže za podugovaranje; 	<p>2.) a request from a Data Subject exercising any rights of the data subject under the GDPR; or</p> <p>3.) a complaint or request relating to the Publisher's obligations under the Data Protection Legislation;</p> <p>10. provide the Publisher with full co-operation and assistance in relation to any complaint or request made:</p> <p>11. immediately notify Publisher in the event of any breach by PubTech SB of any Data Protection Legislation or any unauthorised or unlawful Processing of Publisher Personal Data or in the event of any accidental loss, corruption, destruction or damage to Publisher Personal Data and provide Publisher with an explanation of the cause of the breach and its proposals to remedy the unauthorised event or accidental event (as the case may be). PubTech SB shall, subject to the Publisher's reasonable instructions, promptly implement and maintain all measures and steps that are necessary to remedy the breach and to minimise the likelihood of a future breach. In the event of an unauthorised event or an accidental event, PubTech SB shall provide the Publisher with such information and assistance as it requires to satisfy its requirements to notify any applicable Regulator and/or any affected Data Subjects, and promptly restore such Publisher Personal Data using its back up or disaster recovery procedures;</p> <p>7. Publisher consents to the appointment of the Third Parties by PubTech SB. PubTech SB shall obtain prior written consent from the Publisher in order to transfer the Publisher Personal Data to any subcontractors, sub-processors or affiliates other than the Third Parties for the provision of the Services under this Agreement. Where the Publisher consents to any such subcontracting or sub-processing, PubTech SB shall ensure that:</p> <ul style="list-style-type: none"> - it notifies the Publisher of the identity of the proposed sub-processor (or any changes to the proposed sub-processor that the Publisher may at its absolute discretion reject) immediately and supply the Publisher with all relevant information including the Processing obligations that are proposed to be subcontracted;
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<p>- angažuje bilo kog podizvođača ili podugovarača pismenim sporazumom, uslovi takvog pismenog sporazuma moraju sadržati ekvivalentne garancije kao one koje su sadržane u uslovima ovog odeljka kao da su podprocesor ili podizvođač PubTech SB. PubTech SB će obezbediti da svaki podprocesor ili podizvođač poštuje odredbe o zaštiti podataka i ima dovoljno organizacionih i tehničkih mera koje garantuju zaštitu ličnih podataka izdavača od neovlašćene ili nezakonite obrade; i</p> <p>PubTech SB se slaže da aktivno nadgleda i sprovodi odredbe i učinak bilo kog podizvođača ili sporazuma sa podprocesorom i ostaće odgovoran za svoje obaveze po ovom osnovu kao primarni obveznik, bez obzira na podugovaranje ili podobradu takvih obaveza i za sva dela i propuste njegovih podproizvođača ili podizvođača.</p> <p>8. Izdavač je saglasan da učestvuje u anketiranju radi ocene koliko je zadovoljan sa programom, koje održava Google. Imejl i domen veb lokacije izdavača biće automatski omogućen za učešće. Izdavač može povući saglasnost za učešće u bilo kom trenutku.</p> <p>9. PubTech SB će se u svakom trenutku pridržavati pravila zaštite podataka o ličnosti i omogućiti izdavaču ostvarenje svih drugih prava u skladu sa zakonskim propisima i Politikom privatnosti PubTech SB.</p> <p>10. Izdavači mogu dobiti više informacija u Politici Privatnosti Pub Tech SB, a informacije o svojim ličnim podacima slanjem zahteva putem e-pošte na pubtech.sb@gmail.com.</p> <p>9. Prava korišćenja</p> <p>1. Informacije i podaci dobijeni tokom učešća u mreži se mogu koristiti samo u vezi sa mrežom. Prosleđivanje takvih informacija ili podataka trećim licima i njihovo korišćenje za bilo koje druge svrhe je zabranjeno.</p> <p>2. Izdavači takođe ne smeju da menjaju reklamne materijale ili kodeks vizuelno ni tehnički ni u pogledu njihovog sadržaja, niti je dozvoljeno da</p>	<p>- it engages any subcontractor or sub-processor by written agreement, the terms of such written agreement must contain equivalent guarantees to those contained in the terms of this section as if the sub-processor or subcontractor was PubTech SB. PubTech SB shall ensure that any sub-processor or subcontractor complies with the Data Protection Legislation and has sufficient organisational and technical measures in place to guarantee the protection of Publisher Personal Data against unauthorised or unlawful Processing; and</p> <p>PubTech SB agrees to actively monitor and enforce the provisions and performance of any subcontractor or sub-processor agreement and shall remain responsible and liable for its obligations hereunder as primary obligor, notwithstanding the sub-contracting or sub-processing of such obligations and for all acts and omissions of its sub-processors or sub-contractors.</p> <p>8. The Publisher agrees to participate in the publisher satisfaction surveys held by Google. The publisher's email and website domain will be automatically enabled for participation. The Publisher may withdraw consent for participation at any time.</p> <p>9. PubTech SB will at all times comply with the rules of personal data protection and enable the publisher to exercise all the other rights in accordance with legal regulations and PubTech SB's Privacy Policy.</p> <p>10. Publishers can obtain more information in the Pub Tech SB Privacy Policy, and information about their personal data by sending a request by email to pubtech.sb@gmail.com.</p> <p>9.Rights of Use</p> <p>1. The information and the data obtained in the course of participation in the Network may only be used in connection with the Network. Forwarding such information or data to third parties and using them for any other purposes is prohibited.</p> <p>2. Publishers must not modify the Advertising Materials or Code, neither visually nor technically nor with regard to their content, nor are they allowed to process the</p>
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<p>obrađuju reklamne materijale ili kod koji im je dostavljen na bilo koji drugi način, osim ako je PubTech SB prethodno obezbedio saglasnost u pisanoj formi.</p>	<p>Advertising Materials or Code provided to them in any other way, unless PubTech SB has previously provided consent in writing.</p>
<p>3. Mreža i njene aplikacije su zaštićene zakonom o autorskim pravima i drugim zakonskim odredbama.</p>	<p>3. The Network and its applications are protected under copyright law and other statutory provisions.</p>
<p>4. PubTech SB ovim dodeljuje izdavaču neekskluzivno, ne-prenosivo pravo korišćenja mrežnih aplikacija kao i podatke sadržane u njemu, pod uslovom da je ova upotreba u skladu sa odredbama svih važećih zakona i ovog ugovora i odvija se isključivo u kontekstu učešća u mreži. U slučaju raskida Ugovora — bez obzira na razlog — pravo na korišćenje gore navedeno će biti opozvano.</p>	<p>4. PubTech SB hereby grants to the Publisher a non-exclusive, non-transferable right to use the Network applications as well as the data contained therein, provided that this use complies with the stipulations of any applicable laws and this Agreement and takes place exclusively within the context of participating in the Network. In case of a termination of the Agreement — regardless the reason — the right of use set forth above will be revoked.</p>
<p>5. Izdavačima neće biti data nikakva dalja prava korišćenja. Naročito, Izdavači nemaju pravo da prenose prijave ili podatke sadržane u njemu trećim licima, niti imaju pravo da dozvole trećem licu za pristup takvim aplikacijama ili podacima, niti smeju da menjaju ili obrađuju takve aplikacije ili podatke, ugrađuju ih u druga dela, ili ih koristiti za kreiranje baza podataka i/ili sopstvene informacione službe.</p>	<p>5. Publishers will not be granted any further rights of use. In particular, Publishers are not entitled to transmit the applications or the data contained therein to third parties, nor are they entitled to allow third parties to access such applications or data, nor may they modify or otherwise process such applications or data, incorporate them into another work, or use them in order to create data bases and/or information services of their own.</p>
<p>10. Naknada štete u slučaju kršenja ugovora</p>	<p>10. Indemnification in the event of Breach of the Agreement</p>
<p>1. Usklađenost sa ovim odredbama je od suštinskog značaja za rad mreža. U slučaju kršenja ugovora, PubTech SB zadržava pravo da preduzme dalje pravne korake pored raskida ugovora.</p>	<p>1. Compliance with these provisions is essential for the operation of the Network. In the event of a breach of the Agreement, PubTech SB reserves the right to take further legal steps in addition to terminating the agreement.</p>
<p>2. Ako izdavači prekrše bilo koju od ovih odredbi (uključujući, ali ne ograničavajući se na one koji se odnose na zakon o zaštiti podataka) i ako treća lica drže PubTech SB odgovornim za takvo kršenje, PubTech SB ima pravo da zahteva od takvih izdavača da nadoknade sve troškove uključujući i troškove koje su rezultat kršenja. Takvi troškovi uključuju, posebno, nadoknadu ili štetu koja se plaća trećim licima i nadoknadu daljih troškova uključujući ali ne ograničavajući se na pravne troškove.</p>	<p>2. If Publishers breach any of these provisions (including but not limited to those relating to Data Protection Legislation) and if third parties hold PubTech SB liable for such violation, PubTech SB is entitled to demand that such Publishers indemnify it against all costs and expenses it may incur as a result of the breach. Such costs include, in particular, the compensation or damages payable to third parties and reimbursement of further expenses including but not limited to legal costs.</p>

11. Odgovornost i ograničenje odgovornosti	11. Liability and Limitation of Liability
<p>1. PubTech SB se neće smatrati odgovornim za sadržaj veb stranica trećim licima, niti će biti odgovoran za bilo kakvu štetu ili druge propuste koji proizilaze iz bilo kakvih kvarova na softveru ili hardveru izdavača ili njihove nekompatibilnosti sa mrežom; PubTech SB takođe neće biti odgovoran za štetu nastalu prilikom nedostupnosti ili neispravnosti interneta.</p> <p>2. U najvećoj meri dozvoljenoj bilo kojim i svim važećim zakonima, ni u kom slučaju PubTech SB, njegovi akcionari, podružnice, filijale, davaoci licenci, veb sajt i/ili provajderi internet usluga, sadržaj dobavljači, zaposleni, službenici, direktori i agenti nisu odgovorni prema izdavaču ili prema drugima pod bilo kojom teorijom odgovornosti (bilo u ugovor, zakonski ili na neki drugi način) za bilo koje slučajne, direktnе, indirektnе, kaznene, stvarne, posledične, posebne, primerne ili bilo koje druge štete, uključujući gubitak prihoda, bol i patnje, emocionalne uznemirenosti, štete zbog gubitka podataka ili bilo koje druge nematerijalne gubitke, koji su rezultat pristupa izdavača i/ili korišćenje ili nemogućnost pristupa i/ili korišćenja Pubtech platforme i/ili mreže ili bilo koji njen deo ili deo, čak i ako je PubTech SB obavešten o mogućnosti takve štete. Izdavač preuzima punu odgovornost za bilo kakvu štetu, gubitke, troškove ili štetu koje proizilaze iz objavljivanja pristupa i/ili korišćenja ili nemogućnosti pristupa i/ili korišćenje Pubtech platforme i/ili mreže.</p>	<p>1. PubTech SB shall not be held liable for the content of websites of third-parties, nor shall it be liable for any damages or other failures resulting from any defects of the Publisher's software or hardware or their incompatibility with the Network; PubTech SB shall also not be liable for damages resulting from the fact that the Internet was not available or malfunctioning.</p> <p>2. To the fullest extent permitted under any and all applicable laws, in no event will PubTech SB, its shareholders, subsidiaries, affiliates, licensors, website and/or internet service providers, content providers, employees, officers, directors, and agents be liable to the Publisher or anyone else under any theory of liability (whether in contract, tort, statutory, or otherwise) for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary, or any other damages, including loss of revenue or income, pain and suffering, emotional distress, damages for loss of goodwill, data or any other intangible losses, resulting from the Publisher's access and/or use of, or inability to access and/or use the Pubtech Platform and/or the Network or any part or portion thereof, even if PubTech SB have been advised of the possibility of such damages. The Publisher assumes full responsibility for any damages, losses, costs, or harm arising from the Publisher's access and/or use of, or inability to access and/or use, the Pubtech Platform and/or the Network.</p>
12. Izmena opštег poslovanja <p>1. PubTech SB zadržava pravo da izmeni uslove i da to učini bez navođenja razloga.</p> <p>2. PubTech SB će saopštiti izmene putem e-pošte i/ili putem objavljivanja izmenjenih uslova na Pubtech platformi najmanje dva nedelje pre stupanja na snagu. Izdavači koji se ne protive pismenim putem (poštom, e-poštom, faksom) na izmenu u roku od dve nedelje nakon slanja,</p>	12. Modification of the General Business Terms and Conditions <p>1. PubTech SB reserve the right to amend the Terms and Conditions without citing any reasons.</p> <p>2. PubTech SB will communicate the amendments by e-mail and/or by publishing the amended terms on the Pubtech Platform at least two weeks prior to the effective date. Publishers who do not object in text form (letter, e-mail, fax) to the modification within two weeks after the receipt of the e-mail will be deemed to have accepted the respective modification.</p>

<p>smatraće se da je izvršen prijem e-pošte i prihvaćena izmena.</p>	
<p>13. Nadležnost</p>	<p>13. Jurisdiction</p>
<ol style="list-style-type: none"> 1. Na ovaj ugovor se primenjuju isključivo primenljivi propisi Republike Srbije. 2. U slučaju bilo kakvog spora nadležan je stvarno nadležni sud u Beogradu, Republika Srbija. 	<ol style="list-style-type: none"> 1. Only applicable regulations of the Republic of Serbia apply to this contract. 2. In case of any dispute, the competent court in Belgrade, Republic of Serbia shall have jurisdiction.
<p>14. Promena vlasništva</p>	<p>14. Change of ownership</p>
<ol style="list-style-type: none"> 1. Prava i obaveze prema uslovima mogu se preneti samo sa prethodno pismenom saglasnošću PubTech SB. 2. Prihvatanjem ovih uslova smatraće se da je izdavač dao saglasnost na otkrivanje i korišćenje od strane naknadnog vlasnika ili operatera Pubtech platforme ili PubTech SB, bilo koje informacije o izdavaču, uključujući podatke o registraciji izdavača i lične podatke. 3. U slučaju promene vlasništva ili operatera kao što je gore navedeno, kontinuirano korišćenje Pubtech platforme od strane izdavača označava partnerov sporazum da bude obavezan ugovorom sa naknadnim vlasnikom ili operaterom. Ova odredba ostaje na punoj snazi. 4. Ako izdavač ima bilo kakve komentare ili pitanja u vezi sa njihovim pristupom i/ili korišćenjem Pubtech platforme, izdavač može kontaktirati PubTech SB koristeći sledeće kontakt podatke: Adresa E-pošte: pubtech.sb@gmail.com Poštanska adresa: Brace Jugovica 21, sprat 2, Beograd (Stari Grad), 11000, Beograd, Srbija 	<ol style="list-style-type: none"> 1. The rights and duties under the Terms may only be transferred with the prior written consent of PubTech SB. 2. In accepting these Terms the Publisher will be deemed to have consented to the disclosure to, and use by, a subsequent owner or operator of the Pubtech Platform or PubTech SB, of any information about the Publisher, including the Publisher's registration details and personal data. 3. In the event of a change of ownership or operator as above, the Publisher's continued use of the Pubtech Platform signifies the Partner's agreement to be bound by the Agreement with the subsequent owner or operator. This provision shall remain in full force and effect. 4. If the Publisher has any comments or questions concerning their access and/or use of the Pubtech Platform, the Publisher may contact PubTech SB using the following contact details: E-mail address: pubtech.sb@gmail.com Postal address: Brace Jugovica 21, floor 2, Belgrade(Stari Grad), Belgrade, 11000, Serbia
<p>15. Rešavanje sporova</p>	<p>15. Dispute Resolution</p>
<ol style="list-style-type: none"> 1.U maksimalnoj meri dozvoljenoj prema bilo kom važećem zakonu izdavač je saglasan da bez obzira na bilo koji zakon koji govori suprotno, bilo koji zahtev ili razlog za tužbu koji proističe iz ili je u vezi sa izdavačevim korišćenjem Pubtech platforme ili učešćem u mreži, ista mora biti podneta u roku od 1 (jedne) godine nakon što je takav zahtev ili razlog za tužbu nastao ili će biti 	<ol style="list-style-type: none"> 1. To the maximum extent allowed under any applicable laws the Publisher agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to Publisher's use of the Pubtech Platform or participation in the Network must be filed within 1 (one) year after any such claim or cause of action arose or be forever barred. This provision shall remain in

<p>zauvek zabranjen. Ova odredba ostaje na snazi bez obzira na prestanak korišćenja Pubtech od strane izdavača ili njegovog prestanka učešća u mreži.</p>	<p>full force and effect notwithstanding any termination of the Publisher's use of the Pubtech Platform or participation in the Network.</p>
<p>Završne odredbe</p>	<p>Final provisions</p>
<p>1. Ako bilo koja pojedinačna odredba ovih uslova nema efekta, u celini ili samo deo, to neće uticati na valjanost preostalih odredbi. Nevažeća odredba će biti zamenjena važećom odredbom koja je se slaže sa ekonomskom namerom i svrhom nevažeće odredbe.</p> <p>2. Korišćenje mreže i njenih aplikacija zahteva upotrebu posebnih tehničkih sistema kao što su uređaji krajnjih korisnika, softverski programi, prenos mreže, telekomunikacione i druge usluge koje pružaju treća lica, koje mogu povući dodatne troškove. PubTech SB ne pruža krajnjim korisnicima uređaja, softverske programe, komunikacione kanale, usluge telekomunikacije ili druge usluge i stoga neće preuzeti nikakvu odgovornost za takve usluge koje pružaju treća lica.</p> <p>3. Ugovorom se ne uspostavlja društvo ili partnerstvo između strane, ne ovlašćuje nijednu od strana da učini bilo kakvu pravno obavezujuću izjavu u ime obe strane zajedno, ili u ime odgovarajuće druge strane, niti ih ovlašćuje da drugu stranu stavljuju pod bilo koju obavezu ili da je zastupa na bilo koji drugi način.</p>	<p>1. Should any individual provision of these Terms be of no effect, as a whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision will be deemed replaced by that provision that is legally effective and comes closest, in the usual understanding, to the economic intent and purpose of the invalid provision.</p> <p>2. The utilisation of the Network and its applications requires the use of special technical systems such as end user devices, software programs, transmission networks, telecommunications and other services provided by third parties, all of which may entail further costs. PubTech SB does not provide such end user devices, software programs, communication channels, telecommunications services or other services and therefore will not assume any liability for such services provided by third parties.</p> <p>3. The Agreement does not establish a company or a partnership between the parties, it does not authorise either of the parties to make any legally binding declarations on behalf of both parties together, or on behalf of the respective other party, nor does it authorize them to place the respective other party under any obligation or to represent it in any other way.</p>
<p>Ovi Uslovi stupaju na snagu u roku od dve nedelje od dana objavljivanja.</p>	<p>These Terms shall come into force within two weeks from the date of publication.</p>
<p>U Beogradu, dana 28.08.2024.</p>	<p>In Belgrade, on 28.08.2024.</p>