

Terms of Use

Revision of «04» 11 2024.

These Terms of Use Agreement (hereinafter - the "Agreement") is an offer of DOO «GFAGAMES BALKAN» (hereinafter - the "Administration") to legally capable individuals (hereinafter - the "Users") who accept the provision of the Services offered by the Administration with the help of a computer program located on the Internet at <https://gfagames.com/> (hereinafter - "Website"), including, but not limited to, any information and reference content posted on the Website.

By using the Website or using any of its functionality, accessing any page of the Website, the User expresses their unconditional agreement with all the terms of this Agreement and undertakes to comply with them or to stop using the Website Administration, under the following conditions:

1. Terms and Definitions

“Acceptance of the offer” refers to the full and unconditional agreement of the User to the terms of this document by performing the actions specified in it.

“Website” refers to a website at <https://gfagames.com/>, administered by DOO «GFAGAMES BALKAN» (Taxpayer Personal Identification Number: 114009356), which contains the functionality, services, and tools available to Users and through which Services are provided to Users. The Website includes services, information, materials, and data provided by the editors of the Website and third parties.

“User” means a legally capable individual (including representatives of legal entities and individual entrepreneurs), wishing to receive and/or receiving services from the Administration through the Website.

“Content” means information posted on the Website, including information and news about the PC game "PIONER" and other games, including other reference and information materials and technical capabilities.

“Services” refers to free information services provided by the Administration to the User through the Website.

1. General Terms

1. This Agreement is developed by the Administration and defines the terms of use of the Website, as well as the rights and obligations of its Users and the Administration.

1. The User must read this Agreement in its entirety before using the Website.

2. The User's performance of actions aimed at using the Website, including viewing the Content, and other efforts to use the functionality of the Website, means the User's full and unconditional acceptance of this Agreement.

3. By visiting and/or using the Website on any device or operating system, the User unconditionally agrees to the terms of this Agreement.

4. This Agreement may be amended and/or supplemented by the Administration unilaterally unless otherwise provided by the applicable laws of the Republic of Serbia. The User undertakes to regularly review the terms of this Agreement for modifications and/or amendments. The User's continued use of the Website after amendments and/or additions to this Agreement means the User's acceptance and consent to such amendments and/or supplements.

6. The parties mutually guarantee their rights and legal capacity necessary for the conclusion and execution of this document.

7. Processing of personal data of the User is carried out by the Administration in accordance with the legislation of the Republic of Serbia and with the Privacy Policy regarding the processing of personal data, available at <https://gfagames.com/>.

3. Subject of the Agreement. Acceptance of the offer.

1. Under this Agreement, the Administration grants the User the right to use the Website in the manner described in this Agreement.

2. The Administration provides free services related to the provision of information, materials and data, and other useful information content for use.

3. Contractual relations between the Administration and the User are considered to be duly executed from the moment of acceptance of the Administration's offer and do not require bilateral signing in writing.

4. The acceptance of the offer is considered to be the beginning of the use of the Website and viewing any Content of it.

1. User registration on the Website is not required.

4. Rights and obligations of the User

1. When using the Website, the User is obliged to:

1.1. Comply with the provisions of the current legislation and this Agreement.

1.2. Use the Website Content in their interests.

1.1. Do not use the software to access the Website for the purposes of extraction, collection, processing, copying, and/or further distribution of the Content presented on the Website by the Administration.

1.2. Accept that all or any part of the Content on the Website may be accompanied by advertising. The User agrees that the Administration is not responsible and has no obligations in relation to such advertising.

1.3. Avoid actions that may violate the legislation of the Republic of Serbia, rules of international law, including intellectual property, copyrights, generally accepted standards of morality and ethics, as well as other actions that lead/may lead to a violation of the normal operation of the Website and its services.

1. The User has the right to:

1.1. Complying with the rules stipulated in this Agreement, use the Website as a computer program for searching and viewing the Content or use the Website for other purposes specified in this Agreement.

1.2. Exercise their rights under this Agreement and the applicable laws governing the relationship of the provision of services.

5. Rights and obligations of the Administration

1. The Administration is obliged to:

1.1. Carry out the ongoing management of the Website.

1.2. Provide Users with high-quality Services specified in this Agreement.

1.3. Provide the User with the right to use the Website subject to the terms and conditions set in this Agreement.

2. The Administration has the right to:

- 2.1. At any time revise or change the Website's design and functionality, modify or supplement the software used or stored within the Website, and the terms of Users' access to it.
- 2.2. At their sole discretion, discontinue (temporarily or permanently) providing access to the Website in whole or in part to all Users or to any individual User.
- 2.3. Demonstrate the Content on the Website.

6. Responsibilities of the Parties

1. Users access the Website at their own risk. The User reviews the Content at their discretion and makes their own decision regarding the use of the Content for their needs.

1. The Administration gives no guarantees that:

1.1. The Website or its elements may be suitable for particular purposes of use;

1.1. There will be no interruptions to the operation of the Website due to technical faults, maintenance work, etc;

1.2. The Website or any of its elements will continue to operate at any time in the future, or they will not cease to operate.

2. The Administration is not responsible and does not compensate any damage, direct or indirect, caused to the User or third parties as a result of the use or inability to use the Website unless otherwise provided by applicable law.

2. The Administration is not responsible for:

2.1. Any indirect, accidental, unintentional damage caused to Users and/or third parties, including loss of profit or lost data, damage to honor, dignity or business reputation, caused by use of the Website, Content posted on the Website, or other materials, to which Users or other third parties obtained access through the Website, even if the Administration has warned or pointed to the possibility of such harm, unless otherwise provided by applicable law.

2.2. Improper provision of the Services in the event of failures on the Website due to the fault of third parties, for which the Administration is not responsible and which cannot influence.

2.3. The User's visiting and use of external Internet resources, links to which may be contained on the Website.

3. The parties are exempted from liability for partial or full failure to fulfill obligations under the contract concluded during the acceptance of the offer, if this failure was a consequence of force majeure circumstances that arose after the conclusion of the contract as a result of extraordinary events, which the participant could not foresee or prevent by reasonable measures. Such extraordinary events include flooding, fire, earthquake, explosion, storm, epidemics, and other natural phenomena, as well as war or hostilities, unstable political situation, etc.

7. Exclusive rights

1. All objects on the Website, including design elements, text, graphics, video, other objects, as well as any content posted on the Website, are subject to the exclusive rights of the Administration and other rights holders, and are protected by the intellectual property laws of the Republic of Serbia, as well as the relevant international conventions and agreements.

2. Unless otherwise provided by the applicable laws of the Republic of Serbia, the Website and its components, including but not limited to databases, interfaces, technical developments, logos, trademarks, other means of individualization, graphics, video used on the Website, enabling the functionality of the Website, cannot be copied (reproduced), reprocessed, distributed, framed, published, downloaded, transferred, sold or otherwise used in any way in whole or in part without the prior written permission (consent) of the Administration and other rightsholders.

3. In case of such indisputable consent of the Administration and the respective rightholders (producers), the User may use the materials, specified in the paragraph above, as well as any content posted on the Website for personal, non-commercial purposes only, provided that all copyright and trademark marks are preserved and the corresponding object is preserved intact. The exceptions are the cases directly stipulated by the legislation of the Republic of Serbia.

4. Any illegal use of the Website, information, and Content posted on it is prohibited. The use of the Website without written permission of the Administration, as well as the use of any information, Content placed on the Website without written permission of the Administration or its legal owners, is illegal and may become a reason for legal proceedings and bring violators to civil, administrative and/or criminal liability in accordance with the law.

5. The Content is viewed both through the Website and with the right to reproduce (download) the Content or its parts to the User's electronic equipment memory. The User is not granted the right for other use of the Content or its parts not specified in the Agreement, including sale, modification, distribution of the Content in whole or in parts, etc.

8. Other Terms

1. Nothing in this Agreement may be construed as establishing between the User and the Administration an agency relationship, partnership relationship, joint venture relationship, personal employment relationship, or any other relationship not expressly provided for in this Agreement.

2. The User is entitled to use the Website throughout the Republic of Serbia and other territories where it is available using standard computer tools and programs.

3. This Agreement comes into force for the User from the moment of its accession to the Terms, is valid for an indefinite period, or until the Administration informs the User through the interface of the Website or by email about the termination of use of the Website.

4. The Administration may decide to terminate this Agreement unilaterally and extrajudicially with immediate termination of access and the ability to use the Website by Users in case of closing the Website or any, including one-time, violation of the terms of this Agreement by the User.

5. Any changes in the Agreement made by the Administration unilaterally take effect on the day following the day of publication of such changes on the Website.

6. In all other matters not provided for in this Agreement, the parties are governed by the current legislation of the Republic of Serbia.

7. All disputes and disagreements, which may arise from this Agreement between the Administration and the User, the Parties will seek to resolve through negotiations. In case of impossibility of resolving disputes in the pre-trial order, all

disputes and disagreements shall be considered in court in accordance with the current substantive and procedural legislation of the Republic of Serbia.

9. Contact details of the Administration:

DOO «GFAGAMES BALKAN»

Taxpayer Personal Identification Number: 114009356

E-mail: legal@gfagames.com