

 TERMS OF SERVICE (TOS)**Opšti uslovi poslovanja / General Terms of Service****SRB: Opšti uslovi poslovanja****Internet Prostor Hosting d.o.o.**

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 office@internetprostor.com <https://internetprostor.com/terms.pdf>**Verzija 2.0 – Oktobar 2021**

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ENG: General Terms of Service**Internet Prostor Hosting d.o.o.**

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I. Uvodne odredbe

Ovim dokumentom definišu se prava i obaveze između pravnog lica **Internet Prostor Hosting d.o.o.** (u daljem tekstu: *Pružalac usluge*) i korisnika usluga (u daljem tekstu: *Korisnik*).

Korišćenjem usluga Pružaoca, Korisnik potvrđuje da je pročitao, razumeo i prihvatio sve uslove ovog dokumenta.

I. Introductory Provisions

This document defines the rights and obligations between **Internet Prostor Hosting d.o.o.** (hereinafter: *Service Provider*) and the customer (hereinafter: *Customer*).

By using the Provider's services, the Customer acknowledges that they have read, understood, and agreed to the terms herein.

II. Definicije i terminologija

U smislu ovih Uslova poslovanja, sledeći izrazi imaju značenje kako je navedeno u nastavku:

1. **„Pružalac usluge”** – pravno lice *Internet Prostor Hosting d.o.o.*, koje obezbeđuje tehničku infrastrukturu, servere i prateće servise za hosting, registraciju domena, email naloge i RDAP pristup.
2. **„Korisnik”** – pravno ili fizičko lice koje koristi usluge hostinga, email servisa, registracije domena ili druge usluge koje pruža Pružalac.
3. **„Hosting servis”** – tehnička usluga koja obuhvata obezbeđenje prostora na serveru, pristup putem interneta i održavanje podataka i aplikacija. U okviru hostinga koriste se standardni internet protokoli:
 - **HTTP/1.1, HTTP/2 i HTTPS (TLS 1.2 / 1.3)** za prenos web sadržaja;
 - **FTP i FTPS** za prenos datoteka;
 - **SSH (Secure Shell)** za bezbedan administrativni pristup serveru;

II. Definitions and Terminology

For the purposes of these Terms of Service, the following terms shall have the meanings set forth below:

1. **“Service Provider”** – the legal entity *Internet Prostor Hosting d.o.o.*, providing technical infrastructure, servers, and related services for hosting, domain registration, email accounts, and RDAP access.
2. **“Customer”** – any legal or natural person using hosting, email, domain registration, or other services provided by the Service Provider.
3. **“Hosting Service”** – the technical service that includes providing server space, internet access, and maintenance of data and applications. The following standard protocols are used:
 - **HTTP/1.1, HTTP/2, and HTTPS (TLS 1.2 / 1.3)** for web data transfer;
 - **FTP and FTPS** for file exchange;
 - **SSH (Secure Shell)** for administrative access;

- **MySQL i MariaDB** protokoli za komunikaciju sa bazama podataka.
- 4. **„Web domen”** – jedinstveno ime (npr. example.com) registrovano kod odgovarajućeg registra domena u ime Korisnika, sa DNS postavkama koje se upravljaju putem Pružaoca usluge.
- 5. **„DNS (Domain Name System)”** – sistem za prevođenje domen imena u IP adrese, čime se omogućava pristup web sajtovima i email serverima.
- 6. **„Email nalog”** – korisnički račun na mail serveru Pružaoca sa pristupom putem sledećih standardnih protokola:
 - **SMTP (Simple Mail Transfer Protocol)** za slanje email poruka;
 - **IMAP (Internet Message Access Protocol)** za sinhronizovani pristup pošti na serveru;
 - **POP3 (Post Office Protocol ver. 3)** za preuzimanje pošte lokalno.
 Komunikacija između klijenta i servera je zaštićena putem **TLS/SSL** enkripcije.
- 7. **„RDAP (Registration Data Access Protocol)”** – protokol za pristup javno dostupnim registracionim podacima o internet domenima, koji zamenjuje WHOIS sistem.
- 8. **„Backup”** – kopija podataka koja se automatski kreira jednom nedeljno u cilju administrativnog obezbeđenja i zaštite informacija. Backup koji vrši Pružalac namenjen je isključivo tehničkim i bezbednosnim potrebama i ne predstavlja korisnički backup.
- 9. **„Treća lica”** – sva fizička i pravna lica osim Pružaoca i Korisnika, uključujući eksternalizovane dobavljače softvera i infrastrukture (npr. **cPanel, LiteSpeed, JetBackup, Imunify360, CloudLinux**).
- 10. **„Spam”** – neautorizovana, masovna ili neželjena elektronska pošta upućena bez saglasnosti primaoca.
- 11. **„Ugovor”** – pravni odnos koji nastaje između Pružaoca i Korisnika plaćanjem predračuna, čime Korisnik prihvata uslove ovog dokumenta.
- 12. **„Usluga”** – svaka pojedinačna tehnička, administrativna ili podržavajuća aktivnost koju Pružalac izvršava za Korisnika.
- 13. **„Sistem trećih strana”** – eksterni softver, platforma ili servis koji koristi Pružalac (npr. cPanel, CloudLinux, MySQL, Imunify360) a koji nije u njegovom direktnom vlasništvu.
- **MySQL/MariaDB** for database connections.
- 4. **“Web Domain”** – a unique internet name (e.g., example.com) registered under the Customer’s name, managed via DNS configuration.
- 5. **“DNS (Domain Name System)”** – a system that maps domain names to IP addresses, enabling access to websites and email servers.
- 6. **“Email Account”** – a user account on the Provider’s mail server accessed through:
 - **SMTP (Simple Mail Transfer Protocol)** for sending mail;
 - **IMAP (Internet Message Access Protocol)** for server-based synchronization;
 - **POP3 (Post Office Protocol v3)** for local mail retrieval.
 Client-server communication is secured using **TLS/SSL encryption**.
- 7. **“RDAP (Registration Data Access Protocol)”** – a protocol for accessing publicly available domain registration data, replacing WHOIS.
- 8. **“Backup”** – a data copy automatically created once per week for administrative and security purposes. Provider backups are intended exclusively for internal use and do not represent user backups.
- 9. **“Third Parties”** – any legal or natural persons other than the Provider and Customer, including third-party software or infrastructure vendors (e.g., **cPanel, LiteSpeed, JetBackup, Imunify360, CloudLinux**).
- 10. **“Spam”** – unauthorized, bulk, or unsolicited electronic messages sent without recipient consent.
- 11. **“Agreement”** – the legal relationship established between the Provider and the Customer upon payment of the pro forma invoice, confirming acceptance of these Terms.
- 12. **“Service”** – any individual technical, administrative, or support activity performed by the Provider for the Customer.
- 13. **“Third-Party System”** – external software, platform, or service used by the Provider (e.g., cPanel, CloudLinux, MySQL, Imunify360) not owned by the Provider.

14. „**Administrativna podrška**” – tehnička pomoć Pružaoca u vezi sa podešavanjem, prenosom i održavanjem korisničkih servisa.
15. „**Suspendovanje usluge**” – privremeno onemogućavanje pristupa korisničkim servisima u slučajevima kršenja uslova poslovanja, zloupotrebe resursa ili neplaćanja usluga.
16. „**Podaci o ličnosti**” – svi podaci koji se odnose na identifikovano ili identifikovljivo fizičko lice, u smislu Zakona o zaštiti podataka o ličnosti Republike Srbije i GDPR regulative.
17. „**Bezbednosni protokoli**” – tehničke mere i standardi koji obezbeđuju zaštitu integriteta sistema i komunikacije, uključujući TLS/SSL, SPF, DKIM i DMARC validaciju elektronske pošte.

III. Predmet usluge

Pružalac obezbeđuje tehničku infrastrukturu i podršku za usluge web hostinga, email hostinga, registracije i održavanja internet domena, kao i RDAP pristup registracionim podacima.

Usluge se pružaju u skladu sa tehničkim standardima i zakonima Republike Srbije.

IV. Web Hosting Uslovi

1. Pružalac obezbeđuje hosting prostor i server resurse za postavljanje i održavanje internet sajtova.
2. Backup se vrši jednom nedeljno, isključivo u administrativne svrhe radi obezbeđenja povrata informacija.
3. Korisnik je dužan da samostalno održava i čuva sigurnosne kopije svojih podataka.
4. Pružalac ne snosi odgovornost za gubitak podataka nastao greškom korisnika ili trećih lica.
5. Softver trećih strana (cPanel, JetBackup, Imunify360, LiteSpeed) koristi se „as-is” i Pružalac ne garantuje neprekidan rad tih servisa.

14. „**Administrative Support**” – technical assistance provided by the Provider in connection with the setup, migration, and maintenance of user services.
15. „**Service Suspension**” – temporary disabling of user access due to violation of these Terms, misuse of resources, or non-payment.
16. „**Personal Data**” – any information relating to an identified or identifiable natural person under the Serbian Law on Personal Data Protection and the EU GDPR.
17. „**Security Protocols**” – technical measures and standards ensuring system and communication integrity, including **TLS/SSL, SPF, DKIM, and DMARC** email validation.

III. Scope of Services

The Provider offers technical infrastructure and support for web hosting, email hosting, domain registration and maintenance, as well as RDAP access to registration data.

All services are provided in accordance with technical standards and applicable laws of the Republic of Serbia.

IV. Web Hosting Terms

1. The Provider supplies hosting space and server resources for the deployment and maintenance of websites.
2. Backups are performed once per week, solely for administrative and recovery purposes.
3. The Customer is responsible for maintaining and storing their own data backups.
4. The Provider bears no liability for data loss caused by user error or third parties.
5. Third-party software (cPanel, JetBackup, Imunify360, LiteSpeed) is used “as is”, and the Provider offers no warranty of uninterrupted service.

V. Email Hosting Uslovi

1. Email servisi koriste standardne protokole **SMTP**, **IMAP** i **POP3** za slanje i prijem poruka.
2. Korisnik ima administratorsku kontrolu nad svojim email nalogima i sam definiše pravila zadržavanja, arhiviranja i brisanja elektronske pošte u skladu sa sopstvenim potrebama i politikama bezbednosti.
3. Pružalac usluge obezbeđuje tehničku infrastrukturu za rad email servisa, ali nije odgovoran za gubitak, brisanje ili arhiviranje poruka koje Korisnik sam definiše ili primeni kroz sopstvena podešavanja.
4. Zabranjeno je korišćenje email servisa u svrhe slanja neželjenih poruka (spam), phishinga, distribucije malicioznog sadržaja, ili bilo kakvih aktivnosti koje su u suprotnosti sa zakonima Republike Srbije ili politikom prihvatljivog korišćenja Pružaoca usluge.

VI. Uslovi registracije domena

1. Pružalac omogućava registraciju i održavanje domena u ime korisnika.
2. Korisnik je titular domena i odgovoran je za tačnost kontakt podataka.
3. Transfer i obnova domena regulišu se ICANN pravilima i UDRP politikom.
4. Pružalac ne snosi odgovornost za gubitak domena usled nepravovremene obnove.

VII. RDAP Uslovi / RDAP Terms

1. RDAP pristup omogućava pregled javnih registracionih podataka o domenima.
2. Ovi podaci ne mogu se koristiti u marketinške ili neovlašćene svrhe.
3. Pružalac ne garantuje tačnost i ažurnost podataka.

V. Email Hosting Terms

1. Email services use standard SMTP, IMAP, and POP3 protocols for message transmission and retrieval.
2. The Customer has full administrative control over their email accounts and independently defines the retention, archiving, and deletion policies for electronic messages according to their own operational and security needs.
3. The Service Provider supplies the technical infrastructure for email services but is not responsible for any loss, deletion, or archiving of messages resulting from Customer-defined settings or actions.
4. It is strictly prohibited to use email services for sending unsolicited messages (spam), phishing, distribution of malicious content, or any other activities that violate the laws of the Republic of Serbia or the Provider's Acceptable Use Policy.

VI. Domain Registration Terms

1. The Provider facilitates domain registration and renewal on behalf of the Customer.
2. The Customer is the legal owner of the domain and responsible for maintaining accurate contact details.
3. Domain transfer and renewal follow ICANN regulations and the UDRP Policy.
4. The Provider is not liable for domain loss due to failure to renew on time.

VII. RDAP Uslovi / RDAP Terms

1. RDAP access enables public lookup of domain registration data.
2. Such data may not be used for marketing or unauthorized purposes.
3. The Provider does not guarantee the accuracy or freshness of RDAP information.

VIII. Finansijske odredbe

1. Pružalac dostavlja Korisniku predračun za naručene usluge.
 2. Plaćanjem predračuna, Korisnik potvrđuje saglasnost sa ovim uslovima.
 3. Po prijemu uplate, Pružalac izdaje račun u skladu sa zakonom Republike Srbije.
 4. U slučaju neplaćanja, Pružalac ima pravo suspendovati uslugu bez najave.
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IX. Politika dozvoljene upotrebe

Zabranjeno je hostovanje materijala koji je nezakonit, uvredljiv, piratski, obmanjujući ili narušava prava trećih lica.

Pružalac može suspendovati nalog bez prethodne najave u slučaju povrede ovih odredbi.

X. Zaštita ličnih podataka

Pružalac obrađuje lične podatke korisnika u skladu sa Zakonom o zaštiti podataka o ličnosti („Sl. glasnik RS“, br. 87/2018) i GDPR regulativom (EU 2016/679).

Podaci se koriste isključivo u svrhu pružanja ugovorenih usluga i čuvaju se na sigurnim serverima.

XI. Odgovornost i odšteta

1. Sve usluge se pružaju „takve kakve jesu“ („as-is“).
 2. Pružalac nije odgovoran za direktnu, indirektnu, slučajnu ili posledičnu štetu.
 3. Ukupna odgovornost Pružaoca ograničava se na iznos poslednje uplate Korisnika.
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XII. Izmene uslova

Pružalac zadržava pravo izmene ovih uslova bez prethodne najave.

Nove verzije stupaju na snagu objavljivanjem na sajtu <https://internetprostor.com/terms.pdf>

VIII. Financial Terms

1. The Provider issues a pro forma invoice for ordered services.
 2. By paying the invoice, the Customer accepts these Terms of Service.
 3. Upon payment, the Provider issues a tax invoice under Serbian law.
 4. Non-payment may result in service suspension without prior notice.
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IX. Acceptable Use Policy (AUP)

Hosting of material that is illegal, offensive, pirated, misleading, or violates third-party rights is strictly prohibited.

The Provider may suspend an account without prior notice in case of policy breach.

X. Data Protection & Privacy

The Provider processes personal data in accordance with the Serbian Law on Personal Data Protection (Official Gazette RS No. 87/2018) and the EU GDPR Regulation (EU 2016/679).

Data is used solely for service provision and stored securely on the Provider's servers.

XI. Liability & Indemnification

1. All services are provided “as-is”.
 2. The Provider shall not be liable for any direct, indirect, incidental, or consequential damages.
 3. The Provider's total liability is limited to the amount of the Customer's most recent payment.
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XII. Amendments

The Provider reserves the right to amend these Terms without prior notice.

The new version takes effect upon publication at <https://internetprostor.com/terms.pdf>

XIII. Merodavno pravo i rešavanje sporova

Ovi uslovi podložni su zakonima Republike Srbije.
Za sve sporove nadležan je Privredni sud u Novom Sadu.

Pre pokretanja sudskog postupka, strane će pokušati mirno rešiti spor.

XIII. Governing Law and Dispute Resolution

These Terms are governed by the laws of the Republic of Serbia.

The Commercial Court in Novi Sad shall have jurisdiction over all disputes.

Prior to court proceedings, both parties shall attempt to resolve disputes amicably.

Fusnote

- [1] Zakon o obligacionim odnosima („Sl. glasnik RS“, br. 18/2020)
- [2] Zakon o elektronskoj trgovini („Sl. glasnik RS“, br. 41/2009, 95/2013, 52/2019)
- [3] Zakon o zaštiti podataka o ličnosti („Sl. glasnik RS“, br. 87/2018)
- [4] Zakon o zaštiti potrošača („Sl. glasnik RS“, br. 62/2014 i dr.)
- [5] Zakon o elektronskom dokumentu („Sl. glasnik RS“, br. 94/2017, 52/2021)
- [6] Zakon o elektronskim komunikacijama („Sl. glasnik RS“, br. 44/2010 i dr.)
- [7] Zakon o informacionoj bezbednosti („Sl. glasnik RS“, br. 6/2016 i dr.)
- [8] Zakon o privrednim društvima („Sl. glasnik RS“, br. 36/2011 i dr.)
- [9] Zakon o platnim uslugama („Sl. glasnik RS“, br. 139/2014 i dr.)
- [10] EU Regulation 2016/679 (GDPR); EU Directive 2000/31/EC

Footnotes

- [1] *Law on Obligations* („Sl. glasnik RS“, no. 18/2020)
- [2] *Law on Electronic Commerce* („Sl. glasnik RS“, No. 41/2009, 95/2013, 52/2019)
- [3] *Law on Personal Data Protection* („Sl. glasnik RS“, No. 87/2018)
- [4] *Consumer Protection Law* („Sl. glasnik RS“, br. No. 62/2014 and subsequent amendments)
- [5] *Law on Electronic Document, Electronic Identification and Trust Services* („Sl. glasnik RS“, No. 94/2017, 52/2021)
- [6] *Law on Electronic Communications* („Sl. glasnik RS“, No. 44/2010 and subsequent amendments)
- [7] *Law on Information Security* („Sl. glasnik RS“, No. 6/2016 and subsequent amendments)
- [8] *Law on Companies* („Sl. glasnik RS“, No. 36/2011 and subsequent amendments)
- [9] *Law on Payment Services* („Sl. glasnik RS“, No. 139/2014 and subsequent amendments)
- [10] EU Regulation 2016/679 (GDPR); EU Directive 2000/31/EC