

OPŠTI USLOVI UGOVORA
o pretplati na usluge prenosa govora korišćenjem Interneta
preduzeća "Maxtira" d.o.o.

1. OPŠTI USLOVI

1.2. Opštim uslovima ugovora o pretplati na usluge prenosa govora korišćenjem Interneta preduzeća Maxtira d.o.o. (u daljem tekstu: "**Opšti uslovi**") određuju se uslovi pod kojima preduzeće za telekomunikacije "Maxtira" d.o.o. (u daljem tekstu: "**Maxtira**") kao privredno društvo, kome je odlukom Republičke agencije za telekomunikacije br. 1010-3/1 od 30.12.2008. godine dato odobrenje da na komercijalnoj osnovi pruža usluge prenosa govora korišćenjem Interneta, poziva zainteresovana lica da podnesu zahtev za zaključivanje ugovora o korišćenju navedenih usluga i pod kojima prodavci (prodajna mesta Maxtira i ostali ovlašćeni prodavci) imaju ovlašćenje da zaključe ugovor sa licem koje dostavi zahtev za zaključivanje ugovora o korišćenju usluga (u daljem tekstu: "**Korisnik**").

1.2. bilo kakva posebna pogodba ili/i promena ili/i dopuna ugovora zaključenog sa Korisnikom u odnosu na Opšte uslove obavezuje Maxtira jedino ako je pismeno odborena od strane generalnog direktora.

1.3. Maxtira ima pravo da u skladu sa svojom poslovnom politikom vrši izmene Opštih uslova o čemu obaveštava Korisnika putem pisma, faksa ili email-om na registrovanu email adresu.

2. UGOVOR

2.1. Korišćenje usluga se odobrava na osnovu zahteva Korisnika za zaključivanje ugovora dodelom korisničkog broja i tajnog koda koji se unose u opremu za VoIP komunikaciju, kao što je PC telefon, ATA adapter, IP telefon, VoIP konverter (u daljem tekstu "**Oprema**") i služi za autentifikaciju Korisnika i omogućava korišćenje ugovorenih usluga. (u daljem tekstu "**Pristupni podaci**")

2.2. Korisnik podnosi zahtev za zaključivanje ugovora u pismenoj formi na standardnom formularu Maxtira i svojim potpisom potvrđuje verodostojnost datih podataka.

Podneti zahtev za zaključivanje ugovora obavezuje Korisnika 8 (osam) dana od dana podnošenja i u navedenom roku Maxtira ima pravo opcije.

Ako Maxtira u roku iz prethodnog stava ne zaključi ugovor Korisnik je oslobođen obaveze prema Maxtira i može odbiti zaključivanje ugovora.

Maxtira je obavezna da Korisnika pisanim putem obavesti o razlozima zbog kojih nije prihvaćen zahtev za zaključivanje ugovora.

2.3. Pristupni podaci koji omogućavaju pristup uslugama uz plaćanja pretplate (u daljem tekstu: "**Pretplatničke usluge**") dodeljuju se Korisniku na osnovu ugovora koji se zaključuje u pismenoj formi (u daljem tekstu: "**Pretplatnički ugovor**").

2.4. U trenutku zaključivanja ugovora Korisnik se obavezno upoznaje sa Opštim uslovima.

Korisnik svojim potpisom potvrđuje da je u potpunosti upoznat i saglasan sa Opštim uslovima.

2.5. Opšti uslovi dopunjavaju ugovor i na celovit način uređuju ugovorni odnos Maxtira i Korisnika i u svakom slučaju obavezuju na isti način kao i zaključeni ugovor.

3. USLUGE

3.1. Maxtira se obavezuje da Korisniku pruža odabrane usluge iz svoje ponude u okviru raspoloživih kapaciteta i standardnog kvaliteta saglasno važećim propisima i obavezama predviđenim odobrenjem za pružanje usluge prenosa govora korišćenjem Interneta.

3.2. Maxtira garantuje kvalitet usluge u skladu sa međunarodnim standardima (ITU i ETSI) i to u klasi 1 kvaliteta (*Class 1*) u skladu sa preporukom ITU-T Y.1541 sa sledećim vrednostima:

IPTD (kašnjenje IP paketa) - gornja granica srednjeg IPTD do 400 ms,

IPDV (varijacija kašnjenja IP paketa) – gornja granica $1 \cdot 10^{-3}$ mere IPTD minus minimum IPTD do 50 ms,

IPLR (stepen izgubljenih IP paketa) – gornja granica verovatnoće gubitka paketa do 1×10^{-3}

GENERAL TERMS OF THE AGREEMENT
On subscription for services of voice transfer over Internet,
provided by "Maxtira" d.o.o.

1. GENERAL TERMS

1.2. The General Terms of the Agreement on subscription for services of voice transfer over Internet provided by the company Maxtira d.o.o. (hereinafter referred to as: "**General terms**") shall govern the terms under which the company for communication services, "Maxtira" d.o.o. (hereinafter referred to as: "**Maxtira**"), as an economic operator that was given the approval to render the services of voice transfer on a commercial basis over Internet pursuant to the decision of the Republic agency for telecommunications no. 1010-3/1 dated 30th December 2008, shall invite interested parties to file the application for entering into the agreement on using the abovementioned services and under which the sellers (Maxtira points of sale and other authorized sellers) are authorized to enter into the agreement with the person that has filed the application for entering into the agreement on use of services (hereinafter referred to as: "**User**").

1.2. Any special deal and/or amendment to the agreement entered into the User with respect to the General terms shall oblige Maxtira only if it has been approved in writing by the general manager.

1.3. Maxtira shall be entitled to amend the General terms in accordance with its business policy and update the User by letter, fax or email to registered email address.

2. AGREEMENT

2.1. The use of services shall be approved on the basis of the application of the User for entering into the agreement by the assignment of a user number and secret code that are entered into the equipment for VoIP communication, being the PC telephone, ATA adaptor, IP telephone, VoIP converter (hereinafter referred to as: "**Equipment**") which shall serve for the authentication of the User and provide the use of the agreed services (hereinafter referred to as: "**Access data**").

2.2. The User shall file the application for entering into the agreement in the written form in a standard form of the company Maxtira and verify with its signature the authenticity of the provided data.

The filed application for entering into the agreement shall oblige the User 8 (eight) days as of the date of filing and Maxtira shall be entitled to opt within the stated term.

In case Maxtira has not entered into the agreement within the term referred to in the previous paragraph, the User shall be relieved from its obligations towards Maxtira and may refuse entering into the agreement.

Maxtira shall notify the User in written on the reasons for not having adopted the application for entering into the agreement.

2.3. The access data providing the access to the services with the subscription fee payment (hereinafter referred to as: "**Subscription services**") shall be assigned to the User on the basis of the agreement entered into in the written form (hereinafter referred to as: "**Subscriber Agreement**").

2.4. At the moment of entering into the Agreement, the User shall be introduced to the General Terms. At the moment of entering into the Agreement, the User shall be introduced to the General Terms.

The User shall affix its signature to acknowledge that it has been fully informed and compliant to the General Terms.

2.5. The General Terms shall amend the agreement and fully govern the contractual relations between Maxtira and the User and are in any case equally binding as the agreement.

3. SERVICES

3.1. Maxtira shall render the selected services from its portfolio and within the available capacities and standard quality in accordance with the effective legislation and obligations stipulated by the approval for rendering the service of voice transfer over Internet.

3.2. Maxtira guarantees the quality of service in accordance with international standards (ITU i ETSI) within the Quality Class 1 (Class 1) in accordance with the recommendation ITU-T Y.1541 with the following characteristics:

IPTD (IP Packet Transfer delay) – upper limit of medium IPTD by 400 ms,

IPDV (IP Packet Delay Variation) – upper limit $1 \cdot 10^{-3}$ measure IPTD minus minimum IPTD by 50 ms,

IPLR (IP Packet Loss Ratio) – upper limit of probability of package loss by 1×10^{-3}

IPER (stepen greške IP paketa) – gornja granica 1×10^{-4}
Granične vrednosti parametara se odnose na javne IP mreže.

3.3. Maxtira garantuje raspoloživost usluga sa dopuštenim izuzecima za pojedine specifične slučajeve i to kontinuirano sa mogućim odstupanjima u određenom vremenskom periodu ili nekom posebnom trenutku.

3.4. Korisnik je obavezan da ne ugrožava rad i ne nanosi štetu funkcionalnosti mreže i da ne koristi usluge na način kojim može uzrokovati smetnje drugim korisnicima, kao i da se pridržava svakog uputstva i obaveštenja Maxtira koje se odnosi na pravilno korišćenje usluga.

Maxtira zadržava pravo da odmah bez prethodne najave privremeno isključi usluge ukoliko Korisnik krši obaveze iz prethodnog stava.

3.5. U cilju održavanja nivoa kvaliteta usluga Maxtira obezbeđuje, preko svog organizacionog dela koji je odgovoran za brigu o korisnicima (u daljem tekstu: "**Korisnički servis**") i svojih prodajnih centara, mogućnost Korisniku da zatraži potrebna obaveštenja i prijavi nepravilnost u pružanju usluga.

3.6. Maxtira ima pravo da u slučaju osnovane sumnje da postoji bilo kakva nedopuštena ili prevarna radnja koja može naneti štetu Korisniku i/ili Maxtiri privremeno isključi Korisniku usluge.

Korisnik je obavezan da se obrati Korisničkom servisu za sprovođenje neophodnih provera i ponovno uključenje usluga.

4. INFRASTRUKTURA

4.1. Maxtira će održavati infrastrukturu za uslugu prenosa govora korišćenjem Interneta u skladu sa važećim standardima za ovu oblast.

Eventualne greške biće otklonjene što je pre moguće saglasno važećim propisima i obavezama predviđenim odobrenjem za pružanje usluge prenosa govora korišćenjem Interneta.

4.2. Maxtira zadržava pravo da zbog radova na infrastrukturi privremeno obustavi pružanje usluga u celosti ili delimično, a ukoliko se javi potreba za vanrednim izmenama ili održavanjem infrastrukture može bez prethodne najave u bilo kom trenutku obustaviti pružanje usluga.

5. OPREMA

5.1. Korisnik se obavezuje da za povezivanje sa Provajderom koristi samo Opremu koja je atestirana i pribavi neophodne dozvole u skladu sa standardima i propisima u ovoj oblasti, da se pridržava tehničkih uputstava za korišćenje Opreme, da Opremu ne koristi za razgovore kojima uznemirava građane ili krši važeće propise, da ne dozvoli drugima korišćenje Opreme suprotno ovoj odredbi 5.1. Opštih uslova.

5.2. Maxtira zadržava pravo da odmah bez prethodne najave isključi Korisniku usluge ako nastupi neki od slučajeva iz tačke 5.1. Opštih uslova.

6. PRISTUPNI PODACI

6.1. S obzirom da Pristupni podaci omogućavaju pristup uslugama i štite od zloupotreba (identifikacioni i sigurnosni kodovi i dr.) Korisnik je obavezan da onemogućiti druga lica da saznaju navedene podatke.

6.2. Počev od trenutka uključjenja smatra se da su svi telefonski razgovori koji se obavljaju posredstvom dodeljenih Pristupnih podataka obavljani od strane Korisnika ili uz njegovu saglasnost i Korisnik je u celosti odgovoran za sve nastale posledice i obavezuje se da izmiri sve iznose za usluge korišćene posredstvom dodeljenih Pristupnih podataka.

6.3. Uputstvo za upotrebu Pristupnih podataka se uručuje Korisniku pri zaključivanju ugovora.

6.4. U slučaju kompromitovanja Pristupnih podataka (usled gubitka ili krađe ili drugih razloga koji mogu dovesti do zloupotrebe) Korisnik je dužan da o tome odmah obavesti ovlašćeno prodajno mesto ili Korisnički servis Maxtira koji će preduzeti sve što je potrebno da se odmah izvrši isključenje usluga, a sva dugovanja za usluge izvršene do momenta obaveštavanja padaju na teret Korisnika.

Kompromitovane pristupne podatke Maxtira će na zahtev Korisnika zameniti novim po ceni važećoj u trenutku zamene.

IPER (IP Packet Error Ratio) – upper limit 1×10^{-4}
The upper parameter limits refer to public IP networks.

3.3. Maxtira guarantees the availability of services with the permitted exceptions for specific cases and continuously with potential deviations within a designated period of time or at a specific moment.

3.4. The User shall ensure a safe operation and shall not damage the network functionality, refrain from using the services that may cause interference to other users, as well as comply with all instructions and notifications provided by Maxtira regarding the regular use of services.

Maxtira reserves the right to immediately and without previous notification terminate the services temporarily if the User violates the obligations referred to in the previous paragraph.

3.5. In view of maintaining the service quality level Maxtira shall provide, through its organizational unit responsible for customer care (hereinafter referred to as: "**Customer Service**") and its points of sale, the possibility for a User to ask for necessary information and report irregularities in rendering of services.

3.6. In case there are grounds for suspicion that there has been any illegal and unapproved activity in place that may cause damage to the User and/or Maxtira, Maxtira shall be entitled to terminate the services to the User on a temporary basis.

The User shall address the Customer Service for the purpose of necessary testing and renewed provision of services.

4. INFRASTRUCTURE

4.1. Maxtira shall maintain the infrastructure for rendering the service of voice transfer via Internet in accordance with the standards in place for this scope of activity.

All potential faults shall be removed as soon as possible in accordance with the effective legislation and approval for rendering services of voice transfer over Internet.

4.2. Maxtira retains the right to terminate the rendering of services on a temporary basis wholly or partially due to conducting the works on infrastructure, and in case there is a need for extra changes or maintenance of infrastructure, terminate the provision of services at any moment without a previous notification.

5. EQUIPMENT

5.1. For connecting with the Provider, the User shall use only the Equipment that has been attested and obtain necessary permits in accordance with standards and regulations governing this scope of activity, and comply with technical instructions for use of the Equipment, and shall not use the Equipment for calls that disturb citizens or violate the effective regulations, and shall not allow the use of the Equipment by other people contrary to this provision 5.1. of the General Terms.

5.2. Maxtira shall retain the right to immediately and without previous notification terminate the provision of services to the User in case any of the cases referred to in Item 5.1 of the General Terms has taken place.

6. ACCESS DATA

6.1. Since the Access data provide access to services and protect from potential misuse (identification and security codes, etc.), the User shall prevent other people from finding out the stated data.

6.2. Starting from the moment of activation, it shall be deemed that all telephone calls conducted by means of the assigned Access data have been made by the User or with its approval and the User shall be fully responsible for all consequences and shall be obliged to settle all amounts for services used by means of the assigned Access data.

6.3. The Instructions for use of the Access data shall be delivered to the User when entering into the agreement.

6.4. In case the Access data have been discredited (due to loss or theft or other reasons that may lead to misuse), the User shall immediately notify the authorized point of sale or Customer Service of Maxtira that shall take all necessary steps to immediately terminate the provision of services, and the User shall be charged for all due and outstanding amounts for rendered services as of the moment of notification.

Maxtira shall replace the discredited access data upon the request of the User at the price effective at the moment of replacement.

7. PODACI O KORISNIKU I PRETPLATNIČKI BROJ

7.1. Maxtira se obavezuje da garantuje tajnost ličnih podataka Korisnika vezanih za korišćenje usluga, kao i slobodu i tajnost telefonskih razgovora, poštujući pri tome važeće propise.

7.2. Maxtira određuje pretplatnički broj Korisnika.

7.3. Korisnik se obavezuje da u roku od 7 dana obavesti Maxtira o promenama podataka označenih u predlogu za zaključivanje ugovora i drugih podataka koji su od značaja za ispunjenje preuzetih obaveza, a ukoliko to propusti odgovoran je za nastalu štetu.

8. ODGOVORNOST I OGRANIČENJA

8.1. Maxtira odgovara za stvarnu štetu za koju Korisnik dokaže da je nastala kao direktna posledica krajnje nepažnje ili namere ovlašćenih lica Maxtira do visine pretrpljene štete, ali najviše do iznosa 50.000,00 RSD po jednom slučaju ili nizu slučajeva proisteklih iz istog uzroka. Maxtira ne odgovara za štetu nastalu u vidu izgubljene dobiti.

8.2. Maxtira neće biti odgovorna za funkcionisanje infrastrukture i pružene usluge u slučaju da su kvalitet i raspoloživost usluga pod uticajem razloga koji izazivaju promene kojima je podložan sistem prenosa razgovora korišćenjem Interneta, kao što su prekid u Internet konekciji prema nadprovajderu, nestanak električne energije u dužim vremenskim periodima na lokacijama pristupnih tačaka i drugo ili zbog tehničkih problema druge vrste.

8.3. Maxtira neće biti odgovorna za bilo kakvu štetu u slučaju kada iz razloga koji su van njene kontrole (kao što su viša sila ili neizvršavanje obaveza drugih telekomunikacionih mreža ili akti državnih organa ili prestanak prava po odobrenju za pružanje usluge prenosa govora korišćenjem Interneta.) ne bi bila u stanju da na valjan način ispuni preuzete obaveze prema Korisniku ili pruži ugovorene usluge ili nastupe posledice po drugu tehničku opremu ili eventualne zdravstvene implikacije.

9. USTUPANJE UGOVORA

9.1. Korisnik može ustupiti ugovor trećem licu uz prethodnu pismenu saglasnost Maxtira.

9.2. Korisnik je saglasan da Maxtira može u svako doba preneti prava i obaveze iz ovog ugovora na treće lice.

9.3. Ugovor se može naslediti saglasno Zakonu o obligacionim odnosima. Sa nasleđivanjem se upodobljava slučaj univerzalne sukcesije prava i obaveza pravnog lica.

10. TEKST UGOVORA

Pretplatnički ugovor se zaključuje prema standardnom tekstu koji je dostavljen Republičkoj agenciji za telekomunikacije u svrhu dobijanja odobrenja za pružanje usluge prenosa govora korišćenjem Interneta.

11. CENE I PLAĆANJE

11.1. Cene usluga i druge komercijalne uslove određuje Maxtira u skladu sa svojom poslovnom politikom.

11.2. Maxtira može u svakom trenutku da izmeni cene usluga i/ili druge komercijalne uslove o čemu unapred i na pogodan način (na primer putem sredstava informisanja, na svom Internet sajtu, isticanjem u poslovnim prostorijama, i drugo, a u svakom slučaju preko Korisničkog servisa ili prodajne mreže) obaveštava Korisnika.

Korisnik može u roku od 8 (osam) dana od ispostavljanja računa koji sadrži promene iz prethodnog stava otkazati ugovor, a ukoliko to ne učini smatra se da je prihvatio navedene promene.

Ako Korisnik otkáže ugovor u roku iz prethodnog stava na period obuhvaćen promenama primeniće se prethodno važeći uslovi, a razlika u odnosu na iznos plaćen po ispostavljenom računu će biti vraćena strani koja potražuje.

11.3. Korisnik se obavezuje da u celini plati u roku označenom na računu koji se ispostavlja jedanput mesečno ugovorene usluge uključujući pripadajuće obaveze po osnovu javnih prihoda (fiskalne obaveze, doprinosi, takse, i dr.) u roku od 45 dana. Delimične uplate se smatraju neurednim.

Plaćanje usluga se vrši na šalterima pošta i banaka ili na drugi način kako opredeli Maxtira.

7. USER DATA AND SUBSCRIBER NUMBER

7.1. Maxtira shall guarantee the privacy of personal User data in relation to use of services, as well as the freedom and privacy of telephone calls, in compliance with the legislation in place.

7.2. Maxtira shall assign the subscriber number to a User.

7.3. The User shall notify Maxtira within 7 days on changes to data designated in the proposal for entering into the agreement and other data relevant for the fulfilment of the obligations, and in case it fails to do so it shall be fully responsible for the damage incurred.

8. RESPONSIBILITY AND RESTRICTIONS

8.1. Maxtira shall be responsible for actual damage for which the User has provided evidence that it has been the result of gross negligence or deliberate misconduct of the authorized persons of Maxtira by the amount of incurred damage, not exceeding 50.000 RSD per one case or series of cases resulting from the same cause. Maxtira shall not be responsible for damage incurred in the form of lost profit.

8.2. Maxtira shall not be responsible for operation of infrastructure and rendered services in case the quality and the availability of services have been affected by the reasons causing changes to which the system for voice transfer over Internet has been susceptible, such as the termination of Internet connection towards a carrier, power-cut for longer period of time in the locations of access points and similar or for technical issues of other kind.

8.3. Maxtira shall not be responsible for any damage incurred in cases when due to reasons out of its control (such as force majeure or non-performance of obligations by other telecommunication networks or acts of government authorities or termination of rights under the approval for rendering the service of voice transfer by the use of Internet) it would not be able to perform its obligations towards the User in the appropriate manner or provide the agreed services or in case there arise the circumstances for other technical equipment or potential health implications.

9. ASSIGNMENT OF THE AGREEMENT

9.1. The User may assign the agreement to a third party with the previous written consent of Maxtira.

9.2. The User agrees that Maxtira can transfer Users rights and obligations from this contract to a third party anytime.

9.3. The agreement may be assigned in accordance with the Law on contracts and torts. The succession of the agreement shall include the case of universal succession of rights and obligations of a legal person.

10. WORDING OF THE AGREEMENT

The Subscriber Agreement shall be entered into according to the standard wording filed to the Republic Agency for Telecommunications for the purpose of obtaining the approval for rendering the service of voice transfer over Internet.

11. PRICES AND PAYMENT

11.1. The prices of services and other commercial terms shall be determined by Maxtira in accordance with its business policy.

11.2. Maxtira may change the prices of services at any moment and/or other commercial terms of which it shall notify the User in advance and in the appropriate manner (e.g. through media, at its Internet page, by placing notifications in its business premises, etc., and in any case through its Customer service or sales network).

Within 8 (eight) days as of the delivery of the invoice including the changes referred to in the previous paragraph, the User may terminate the agreement, otherwise it shall be deemed that the User has accepted the stated changes.

In case the User has not terminated the agreement within the term referred to in the previous paragraph, previous terms shall be applied to the period subject to changes, and the difference with respect to the amount paid on the basis of the delivered invoice shall be returned to the claiming party.

11.3. The User shall fully effect the amount within the term designated in the invoice that is delivered once a month for the agreed service including the corresponding duties on the basis of public income (fiscal charges, contributions, taxes, etc.) with 45 days payment term.

Partial payments shall be deemed irregular.

The payment for the services is conducted in the post-offices and banks and in other ways as determined by Maxtira.

11.4. Korisnik se obavezuje da će u slučaju kašnjenja u plaćanju usluga platiti pripadajuću zateznu kamatu.

12. OGRANIČENJE I UKIDANJE USLUGA

12.1. U slučaju kašnjenja u plaćanju računa ili neuredne uplate Maxtira ima pravo da po svom izboru ograniči usluge delimičnim obustavljanjem saobraćaja, uz najavu učinjenu najmanje na 12 (dvanaest) sati pre nastupanja ograničenja ili privremeno ukine usluge uz najavu učinjenu na 24 (dvadesetčetiri) časa pre privremenog ukidanja.

12.2. Najava ograničenja ili privremenog ukidanja usluga se vrši putem email-a, telefaksa ili preporučenim pismom.

13. REKLAMACIJA

13.1. Korisnik može ako obračun usluga nije pravilno izvršen uložiti reklamaciju u roku za plaćanje računa uz obavezu da izmiri nesporni deo računa.

13.2. Maxtira će ispitati reklamaciju i obavestiti Korisnika o ishodu u roku od 8 (osam) dana, a ako su potrebne složenije provere u roku od 15 (petnaest) dana od prijema prigovora.

13.3. Ako se utvrdi da je podneta reklamacija osnovana Korisniku će po njegovom izboru biti vraćen više plaćeni iznos sa pripadajućom zateznom kamatom ili će se izvršiti kompenzacija sa dugovanjem po narednom računu.

13.4. Korisnik se obavezuje da će odmah po isteku uobičajenog perioda za prijem računa (do 10. dana u mesecu) obavestiti Maxtira o izostanku računa i zatražiti duplikat ili omogućavanje drugog načina plaćanja (opštom uplatnicom ili drugo).

14. TRAJANJE I PRESTANAK UGOVORA

14.1. Ugovor se zaključuje na neodređeno vreme. Korisnik može otkazati ugovor pismenim obaveštenjem dostavljenim preporučenom pošiljkom Maxtira sa otkaznim rokom koji ističe poslednjeg kalendarskog dana u narednom mesecu u odnosu na mesec u kome je primljeno navedeno obaveštenje izuzev za slučaj iz tačke 11.2. kada ugovor prestaje da važi od prijema obaveštenja o otkazu ugovora.

14.2. Maxtira može raskinuti ugovor u slučaju da Korisnik ne ispunjava uredno ili/i blagovremeno preuzete obaveze ili ako dođe do pokretanja stečajnog postupka.

14.3. Ako Korisnik ne izmiri dugovanje u roku od 30 (trideset) dana od dana ograničenja ili privremenog ukidanja usluga ugovor se smatra raskinutim samim protekom navedenog roka bez dodatnih obaveštenja.

DIREKTOR PREDUZEĆA "MAXTIRA" d.o.o.

m.p. _____
Marko Miletić

Svojeručnim potpisom potvrđujem da sam upoznat sa sadržajem ovih Opštih uslova koji su mi i uručeni i da sam u svemu saglasan sa Opštim uslovima.

KORISNIK

m.p. _____

U Beogradu, dana _____

11.4. The User shall pay the corresponding interest on arrears in case of delay of payment.

12. RESTRICTION AND CANCELLATION OF SERVICES

12.1. In case of delay in invoice payment or irregular payments, Maxtira shall be entitled to restrict the provision of services at its option by partial suspension of traffic, with the notification of at least 12 (twelve) hours prior to the restriction or temporarily cancel the services with the notification of 24 (twenty-four) hours prior the announced cancellation.

12.2. The announcement of restriction or temporary termination of services shall be conducted by email, telefax or registered letter.

13. COMPLAINTS

13.1. In case the calculation for services has not been performed in the appropriately, the User may file the complaint within the term designated for the invoice payment, with the obligation to pay the undisputable amount in the invoice.

13.2. Maxtira shall take the complaint in consideration and notify the User on the result within 8 (eight) days, and in case more complex check should be made, within 15 (fifteen) days as of the receipt of the complaint.

13.3. In case the grounds for the filed complaint have been established, the User shall be returned the overpaid amount at its sole discretion, with the corresponding interest on arrears, or the due amount for the next invoice shall be set off.

13.4. Upon the expiration of the regular period for the receipt of the invoice (until the 10th day of the month), the User shall immediately notify Maxtira on the absence of the account and request the duplicate or another manner of payment (general payment order form or other).

14. VALIDITY AND TERMINATION OF THE AGREEMENT

14.1. The Agreement shall be entered for an indefinite period of time. The User may terminate the agreement by sending a written notification by registered mail to Maxtira with the notice period expiring on the last calendar day of the month following the month in which the said notification has been received, other in case referred to in 11.2. when the agreement shall be terminated as of the date of receipt of the notification of the termination of the agreement.

14.2. Maxtira may terminate the agreement in case the User has failed to perform its obligations timely and/or regularly, and in case of initiating the bankruptcy procedure.

14.3. In case the User has failed to settle its outstanding amounts within 30 (thirty) days as of the date of restriction or temporary cancellation of services, the agreement shall be deemed terminated after the expiry of the stated term without the previous notification.

"MAXTIRA" d.o.o. DIRECTOR GENERAL

m.p. _____
Marko Miletić

By affixing my sign-manual I acknowledge that I have been familiar with the wording of these General Terms that have been presented to me and that I fully agree with the General Terms.

USER

m.p. _____

In Belgrade on _____